

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **RM6265**

THE BUYER: **The Secretary of State for Justice acting through the Ministry of Justice**

BUYER ADDRESS **102 Petty France London SW1H 9AJ United Kingdom**

THE SUPPLIER: **Enterprise Rent-A-Car UK Limited**

SUPPLIER ADDRESS: **Enterprise House, Vicarage Road, Egham, Surrey TW20 9FB**

REGISTRATION NUMBER: **02946689**

DUNS NUMBER: **739749968**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15/12/2025.

It's issued under the Framework Contract with the reference number RM6265 for the provision of Public Sector Vehicle Hire Solutions.

CALL-OFF LOT(S):

Lot	Description of Lots
Lot 1	Hire of Vehicles up to 3.5T

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6265**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6265
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6265
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 22 (Vehicle Hire Terms)
 - Call-Off Schedule 24 (Car Share Hire Terms)

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6265 Framework.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

The Core Terms are modified in respect of the Call-Off Contract for all Lots (but are not modified in respect of the Framework Contract).

Special Term 1. Core Terms Clause 3.1.2 does not apply to the Call-Off Contract;

Special Term 2. Core Terms Clause 3.2 does not apply to the Call-Off Contract;

Special Term 3. Core Terms Clause 8.7 does not apply to the Call-Off Contract;

Special Term 4. Core Terms Clause 11.4 shall be changed to read:

In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability, **and any liability incurred by such other Party's respective insurers, arising as a result of death or personal injury caused by its breach of the terms of the Call-Off Contract or** its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

Special Term 5. The following Definition shall be added and the following Clauses in Call-Off Schedule 22 (Vehicle Hire Terms) shall be amended as follows:

"Partial Damage Waiver" means the waiver of the costs of repair or replacement (if repair is not possible or uneconomic) of Equipment resulting from damage suffered by Supplier if such costs are £1000 or less;

21.3 shall be amended to include:

21.3.4 Where requested by Buyer, and the Call-Off Contract Charges include Partial Damage Waiver, be provided Partial Damage Waiver. Provided the terms of the Partial Damage Waiver and the terms of the Call-Off Contract, have been complied with, Buyer is not liable for damage to Equipment unless the value of such damage exceeds £1000, in which case the whole sum is due.

CALL-OFF START DATE: 01 January 2026

CALL-OFF EXPIRY DATE: 31 December 2028

CALL-OFF EXTENSION PERIOD: 0

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£10,000,000.00** Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

[REDACTED]

SUPPLIERS AUTHORISED REPRESENTATIVE

[REDACTED]

Head of Public Sector

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Commercial Manager

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available online - [Climate change and environmental sustainability: MOJ - GOV.UK](#)

BUYER'S SECURITY POLICY

Available online - [IT Security Policy \(Overview\) - Security Guidance](#) **AND** [Ministry of Justice Cyber Security Strategy: 2023 to 2028 - GOV.UK](#)

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

UK & Ireland Strategic Account Manager

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter]

KEY STAFF

None

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

No.	Item(s)	Duration of Confidentiality
1	[REDACTED]	No End Date / Duration - Ongoing / Continuous
2	[REDACTED]	No End Date / Duration - Ongoing / Continuous
3	[REDACTED]	No End Date / Duration - Ongoing / Continuous
4	[REDACTED]	No End Date / Duration - Ongoing / Continuous

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels). The Service Credit Cap is: 10% of the total Charges payable in the relevant Service Period.

The Service Period is: one Month

A Critical Service Level Failure is: A Critical Service Level Failure is: A failure to meet any Critical Service Level as defined in Call-Off Schedule 14, which may include persistent or material failure to deliver the contracted services, or any event that entitles the Buyer to withhold all Charges for the Service Period, subject to the Service Credit Cap.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;

"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and

	f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;

"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices including the Additional Charges, Insurance Charges and Rental Charges (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order

	Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;

"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> i) Overhead;

	<p>j) financing or similar costs;</p> <p>k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>l) taxation;</p> <p>m) fines and penalties;</p> <p>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;

"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>p) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>q) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>r) has been or shall be generated for the purpose of providing the Deliverables;</p>

"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: s) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or t) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

<p>"Estimated Yearly Charges"</p>	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <ul style="list-style-type: none"> i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<p>"Exempt Buyer"</p>	<p>a public sector purchaser that is:</p> <ul style="list-style-type: none"> a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
<p>"Exempt Call-off Contract"</p>	<p>the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;</p>
<p>"Exempt Procurement Amendments"</p>	<p>any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;</p>

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award

	Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	e) the legislation in Part 5 of the Finance Act 2013 and; and f) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;

"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

	<p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person</p>

	<p>with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<p>"Installation Works"</p>	<p>all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;</p>
<p>"Intellectual Property Rights" or "IPR"</p>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or</p>

	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p>

	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);

"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data "	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:

	<p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;

"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

“Prohibited Acts”	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
“Protective Measures”	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.</p>
“Recall”	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
“Recipient Party”	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p>

	<p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the

	<p>Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;

	<p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
Supplier's Contract Manager	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;

"Tax"	<p>all forms of taxation whether direct or indirect;</p> <p>national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	<p>a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;</p>
"Test Issue"	<p>any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;</p>
"Test Plan"	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests "	<p>any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;</p>
"Third Party IPR"	<p>Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;</p>
"Transferring Supplier Employees"	<p>those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;</p>

"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[REDACTED]	
Contract name:	[REDACTED]	
Contract reference number:	[REDACTED]	
Details of Proposed Variation		
Variation initiated by:	[REDACTED]	
Variation number:	[REDACTED]	
Date variation is raised:	[REDACTED]	
Proposed variation		
Reason for the variation:	[REDACTED]	
An Impact Assessment shall be provided within:	[REDACTED]	
Impact of Variation		
Likely impact of the proposed variation:	[REDACTED]	
Outcome of Variation		
Contract variation:	[REDACTED]	
Financial variation:	Original Contract Value:	[REDACTED]
	Additional cost due to variation:	[REDACTED]

	New Contract value:	[REDACTED]
--	---------------------	------------

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by as applicable: CCS / Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation. Signed by an authorised signatory for and on behalf of the as applicable: CCS / Buyer]

Signature	
Date	
Name (in Capitals)	
Address	

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature	
Date	
Name (in Capitals)	
Address	

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall, if requested, upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables,

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

ANNEX: REQUIRED INSURANCES

The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:

Product Liability Insurance with cover (for a single event or a series of related events and in the aggregate) of not less than **[REDACTED]**

Public Liability Insurance with cover (for a single event or a series of related events and in the aggregate) **[REDACTED]**

Employers' Liability Insurance with cover (for a single event or a series of related events and in the aggregate) of not less than **[REDACTED]**

Joint Schedule 4 (Commercially Sensitive Information)

What is the Commercially Sensitive Information?

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1		[REDACTED]	No End Date / Duration - Ongoing / Continuous
2		[REDACTED]	No End Date / Duration - Ongoing / Continuous
3		[REDACTED]	No End Date / Duration - Ongoing / Continuous
		[REDACTED]	No End Date / Duration - Ongoing / Continuous

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

3.2 The Supplier shall:

- 3.2.1 where requested, complete an annual modern slavery risk assessment, using the Modern Slavery Assessment Tool (MSAT) or an equivalent toolkit as specified by CCS and/or the Buyer;
- 3.2.2 following the completion of a modern slavery risk assessment as per 3.2.1, provide CCS and/or the Buyer with a risk mitigation plan addressing any identified risks. This risk mitigation plan must be provided no later than one month after the completion of the risk assessment.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 4.3.1 this is allowed by national law;
- 4.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety; and
- 4.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

- 4.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

5. Sustainability

- 5.3 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
“Bronze Contract”	A Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;
“Cabinet Office Markets and Suppliers Team”	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
“Credit Rating Threshold”	the minimum credit rating level for the Monitored Company as set out in Annex 2 and
“FDE Group”	means the Supplier
“Financial Distress Event”	Any of the events listed in Paragraph 3.1 of this Schedule;
“Financial Distress Remediation Plan”	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
“Rating Agencies”	the rating agencies listed in Annex 1;
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers .

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

2. Warranties and duty to notify

- 2.1. The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:
 - 2.1.1. the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and
 - 2.1.2. the financial position or, as appropriate, the financial performance of the Supplier,
- 2.2. The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating, below the Credit Rating Threshold, issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).
- 2.3. The Supplier shall:
 - 2.3.1. regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
 - 2.3.2. promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).
- 2.4. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.
- 2.5. Each report submitted by the Supplier pursuant to paragraph 2.3.2 shall

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

2.5.1. be a single report with separate sections for each of the FDE Group entities;

2.5.2. include publicly available; key financial; and other supporting information (including any accounts data that has been relied on) as separate annexes;

3. Financial Distress event:

3.1. The following shall be Financial Distress Events:

3.1.1. the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;

3.1.2. an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;

3.1.3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;

3.1.4. an FDE Group entity committing a material breach of covenant to its lenders;

3.1.5. a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;

3.1.6. any of the following:

a) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

under a service contract with a total contract value greater than £5m;

- b) non-payment by an FDE Group entity of any financial indebtedness;
- c) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
- d) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
- e) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with the Contract.

4. Consequences of Financial Distress Events

- 4.1. Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2. In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

- 4.2.1. rectify such late or non-payment; or
 - 4.2.2. demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3. The Supplier shall:
- 4.3.1. at the request of the Relevant Authority, meet the Relevant Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and
 - 4.3.2. where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:
 - a) submit to the Relevant Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing); and
 - b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such publicly available information relating to the Supplier as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
- 4.4. The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Relevant Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.

4.5. If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.

4.6. Following approval of the Financial Distress Remediation Plan by the Relevant Authority, the Supplier shall:

4.6.1. on a regular basis (which shall not be less than fortnightly):

a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and

b) provide a written report to the Relevant Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

4.6.2. where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1, submit an updated Financial Distress Remediation Plan to the Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

4.6.3. comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

- 4.7. Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
- 4.8. The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3.2(b) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:
 - 4.8.1. obtaining in advance written authority from Key Sub-contractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
 - 4.8.2. agreeing in advance with the Relevant Authority, Key Sub-contractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Relevant Authority;
 - 4.8.3. putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority's nominated personnel through confidential arrangements, subject to their consent); and
 - 4.8.4. disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2022

5. Financial Indicators- Not Used

6. Termination right

- 6.1. The Relevant Authority shall be entitled to terminate the Contract if:
- 6.1.1. the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3.3
 - 6.1.2. the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 6.1.3. the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3, which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

7. Primacy of Credit Ratings

- 7.1. Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.6, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then
- 7.1.1. the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 7.1.2. the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(a/b).

8. Board confirmation - Not Used

Annex 1: Rating Agencies and their standard Rating System

Rating Agency 1 - Creditsafe

The Supplier shall utilise **Creditsafe** as its designated credit rating agency to proactively monitor its financial position and promptly report to the Buyer any events indicative of financial distress. The Supplier shall maintain a minimum credit rating score of **50** with Creditsafe. Any reduction below this threshold shall constitute a notifiable event.

The Buyer shall independently monitor the Supplier's financial standing using **Dun & Bradstreet (D&B)**. The Buyer reserves the right to request clarification or additional financial information from the Supplier should the Supplier's D&B credit rating fall below **50**, or should any concerns arise from such monitoring

The supplier currently holds a **Dun & Bradstreet failure score of 94**, placing them in the 'Low Risk – Failure unlikely' category. This corresponds to risk indicator 5 in the table below.

Risk Indicator	Description	Threshold Guidance	Typical Action Triggered
1	High Risk – Failure likely	D&B Failure Score < 20	Immediate review, possible suspension of engagement
2	Moderate-High Risk	D&B Failure Score 21–40	Enhanced monitoring, request for financial assurance
3	Moderate Risk	D&B Failure Score 41–60	Regular monitoring, financial continuity planning
4	Low-Moderate Risk	D&B Failure Score 61–80	Standard due diligence

5	Low Risk – Failure unlikely	D&B Failure Score > 80	Proceed with standard commercial engagement
---	--------------------------------	---------------------------	--

Annex 2: Credit Ratings and Credit Rating Thresholds

Entity	Credit rating (long term)
Enterprise Rent-A-Car UK Ltd	50 (minimum)

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date: <input type="text"/>
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]

	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made

under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;

- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
 28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
 29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

The contact details of the Relevant Authority's Data Protection Officer are:

[REDACTED]

- 1.1 The contact details of the Supplier's Data Protection Officer are: **[REDACTED]**
- 1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p>

	<p><i>Not Applicable</i></p> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <p><i>Not Applicable</i></p> <p>The Parties are Joint Controllers</p> <p><i>Not Applicable</i></p>
--	---

	<p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> ● <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> ● <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller,</i> ● <i>In addition to the above, each Party is Independent Controllers for the purposes of the Data Protection Legislation in respect of all other the Personal Data which it receives under this Agreement and are further listed under the “Type of Personal Data” section below.</i>
Duration of the Processing	<i>As set out in the respective Controller’s Privacy Policy.</i>
Nature and purposes of the Processing	<i>Provision of vehicle hire services and management of this RM6265 Vehicle Hire Solutions Framework Agreement.</i>
Type of Personal Data	<p><i>Staff of either Party:</i></p> <p><i>Full name</i></p> <p><i>Workplace address</i></p> <p><i>Workplace phone number</i></p> <p><i>Workplace email address</i></p>

	<p><i>Date of birth</i></p> <p><i>Copy of ID documents</i></p> <p><i>Employee number/identifier</i></p> <p><i>Drivers Only:</i></p> <p><i>Personal phone number</i></p> <p><i>Personal address</i></p> <p><i>Driver license information.</i></p> <p><i>Date of birth</i></p> <p><i>Payment information where the driver pays on a personal card.</i></p> <p><i>Accident data which may include health data of the driver.</i></p> <p><i>Other driver / rental details</i></p> <p><i>Personal vehicle registration number</i></p> <p><i>Emergency contact details</i></p>
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> ● <i>Drivers</i> <p><i>Employees of the Parties involved in the day to day management of the contract</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>As set out in the respective Controller's Privacy Policy</i></p>

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and

- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	KPI Reporting	Dashboard Excel	Monthly
Performance management	Summary of performance reviews & actions	Excel/ Dashboard/ Presentation	Quarterly

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2022

Call-Off Schedule 5 (Pricing Details)

REDACTED

Car Share

REDACTED

Ancillary charges

REDACTED

Insurance

REDACTED

Car Share

REDACTED

Partial Waiver Agreement

This arrangement constitutes an agreed partial waiver between Enterprise (the supplier) and the Ministry of Justice. Under this waiver, Enterprise will absorb vehicle damage claims up to the value **REDACTED** on behalf of the Ministry of Justice. Any claims for vehicle damage exceeding this **REDACTED** threshold will be required to be transacted through the Ministry of Justice's own insurance broker, in accordance with departmental insurance procedures. All other contract terms and conditions remain unchanged.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<p>“Annual Revenue”</p>	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</p> <p>where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p>
<p>“Appropriate Authority” or “Appropriate Authorities”</p>	<p>means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;</p>
<p>“Associates”</p>	<p>means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;</p>
<p>"BCDR Plan"</p>	<p>has the meaning given to it in Paragraph 2.2 of this Schedule;</p>
<p>"Business Continuity Plan"</p>	<p>has the meaning given to it in Paragraph 2.3.2 of this Schedule;</p>

<p>“Class 1 Transaction”</p>	<p>has the meaning set out in the listing rules issued by the UK Listing Authority;</p>
<p>“Control”</p>	<p>the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;</p>
<p>“Corporate Change Event”</p>	<p>means:</p> <ul style="list-style-type: none"> (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc; (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier; (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period; (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group; (h) any member of the Supplier Group stopping payment of its debts generally or

	<p>becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</p> <p>(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</p> <p>(j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;</p>
<p>“Critical National Infrastructure”</p>	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts;</p> <p>and/or significant impact on the national security, national defence, or the functioning of the UK;</p>
<p>“Critical Service Contract”</p>	<p>a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;</p>
<p>“CRP Information”</p>	<p>means, together, the:</p> <p>Group Structure Information and Resolution Commentary; and</p>

	UK Public Sector and CNI Contract Information;
“Dependent Parent Undertaking”	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;

"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Group Structure Information and Resolution Commentary"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part B;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Public Sector Dependent Supplier"	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and

“UK Public Sector / CNI Contract Information”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 2 of Part B;
--	--

Part A: BCDR Plan

2. BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **“BCDR Plan”**), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.2.2 the recovery of the Deliverables in the event of a Disaster

2.3 The BCDR Plan shall be divided into four sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.3.2 Section 2 which shall relate to business continuity (the **“Business Continuity Plan”**); and

2.3.3 Section 3 which shall relate to disaster recovery (the **“Disaster Recovery Plan”**).

2.3.4 1.1.1 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the **“Insolvency Continuity Plan”**).

2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;
 - 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 3.1.9 identify the procedures for reverting to "normal service";
 - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
 - 3.1.13 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;
 - 3.1.14 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
 - 3.1.15 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6. Insolvency Continuity Plan (Section 4)

The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.

6.1 The Insolvency Continuity Plan shall include the following:

- 6.1.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;
- 6.1.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
- 6.1.3 plans to manage and mitigate identified risks;
- 6.1.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
- 6.1.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
- 6.1.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

7. Review and changing the BCDR Plan

7.1 The Supplier shall review the BCDR Plan:

- 7.1.1 on a regular basis and as a minimum once every six (6) Months;
- 7.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 7.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

- 7.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 7.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 7.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

8. Testing the BCDR Plan

- 8.1 The Supplier shall test the BCDR Plan:
- 8.1.1 regularly and in any event not less than once in every Contract Year;
 - 8.1.2 in the event of any major reconfiguration of the Deliverables
 - 8.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 8.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 8.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 8.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 8.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 8.5.1 the outcome of the test;
 - 8.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

8.5.3 the Supplier's proposals for remedying any such failures.

8.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

9. Invoking the BCDR Plan

9.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:

9.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or

9.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

10. Circumstances beyond your control

10.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

11. Amendments to this schedule in respect of bronze contracts

11.1 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:

11.1.1 Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in paragraphs 1.3.1 to 1.3.3 inclusive;

11.1.2 Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive;

11.1.3 Paragraph 5 (Insolvency Continuity Plan) of Part A;

11.1.4 Paragraph 8.2 of Part A; and

11.1.5 The entirety of Part B of this Schedule.

11.2 Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:

11.2.1 Annual Review;

11.2.2 Appropriate Authority or Appropriate Authorities;

11.2.3 Associates;

11.2.4 Class 1 Transaction;

11.2.5 Control;

11.2.6 Corporate Change Event;

11.2.7 Critical National Infrastructure;

11.2.8 Critical Service Contract;

11.2.9 CRP Information;

11.3 Dependent Parent Undertaking;

11.3.1 Group Structure Information and Resolution Commentary;

11.3.2 Parent Undertaking;

11.3.3 Public Sector Dependent Supplier;

11.3.4 Subsidiary Undertaking;

11.3.5 Supplier Group;

11.3.6 UK Public Sector Business; and

11.3.7 UK Public Sector/CNI Contract Information.

Enterprises BCP Statement

REDACTED

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	the occurrence of: any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter

operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall

thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the

	Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

(a) every six (6) months throughout the Contract Period; and

(b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

(c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

(d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate

the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

(a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets");

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "Transferring Contracts"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

2.1 "Cluster Members" means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.

3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.

3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.

3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.

3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.

3.6 The enforcement rights granted to Cluster Members under Paragraph 1.4 are subject to the following provisions:

3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;

3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and

3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.

3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:

- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
- 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
- 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
- 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
- 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
- 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
- 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Annex A – Cluster Members

This contract is available for use by the Ministry of Justice and its current Arm's Length Bodies listed below, as well as any future Arm's Length Bodies or entities that may be established or become affiliated with the Ministry of Justice during the contract term

The Deliverables shall also be provided for the benefit of the following Cluster Members:

1	Advisory Committees on Justices of the Peace
2	Assessor of Compensation for Miscarriages of Justice
3	Children & Family Court Advisory & Support Service (CAFCASS)
4	Civil Justice Council
5	Civil Procedure Rule Committee
6	Criminal Cases Review Commission (CCRC)
7	Criminal Injuries Compensation Authority (CICA)
8	Criminal Procedure Rule Committee
9	Family Justice Council

10	Family Procedure Rule Committee
11	Gov Facility Services LTD (GFSL)
12	HM Courts and Tribunal Service (HMCTS)
13	HM Inspectorate of Prisons
14	HM Inspectorate of Probation
15	HM Prison and Probation Service (HMPPS)
16	Independent Advisory Panel on Deaths in Custody
17	Independent Monitoring Authority (IMA) for the Citizens' Rights Agreements
18	Independent Monitoring Boards (IMB) & Lay Observers (LO)
19	Independent Public Advocate
20	Insolvency Rules Committee*
21	Judicial Appointments & Conduct Ombudsman (JACO)
22	Judicial Appointments Commission (JAC)
23	Judicial Office (JO)
24	Law Commission
25	Legal Aid Agency (LAA)
26	Legal Services Board (LSB)
27	Office for Legal Complaints (OLC) / Legal Ombudsman (LeO)
28	Office of the Public Guardian (OPG)
29	Official Solicitor & Public Trustee (OSPT)
30	Online Procedure Rule Committee
31	Parole Board
32	Prison Service Pay Review Body
33	Prisons & Probation Ombudsman (PPO)
34	Sentencing Council

35	Tribunal Procedure Committee
36	Victims Commissioner
37	Youth Justice Board (YJB)

Call-Off Schedule 14 (Service Levels)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Critical Service Level Failure”	has the meaning given to it in the Order Form;
“Service Credits”	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
“Service Credit Cap”	has the meaning given to it in the Order Form;
“Service Level Failure”	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
“Service Level Performance Measure”	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
“Service Level Threshold”	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.
“Social Value Review”	A review detailing Supplier’s delivery against social value commitments made in the Supplier’s Call-Off Contract tender or agreed in the Supplier’s social value implementation plan.

2. What happens if you don’t meet the Service Levels

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service

Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

(a) exceeds the relevant Service Level Threshold;

(b) has arisen due to a Prohibited Act or wilful Default by the Supplier;

(c) results in the corruption or loss of any Government Data; and/or

(d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- instruct the Supplier to comply with the Rectification Plan Process;
- if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
1	Vehicle Availability	<p>Fulfilling a booking in relation to supply of the correct specification/group of vehicle, within the ordered timeframe, or offering an alternative vehicle specification/group or delivery means, which is acceptable to the customer.</p> <p>Suppliers are required to provide evidence of vehicle booked compared with vehicle offered/supplied including when cancelled or not delivered by the Supplier.</p>	98%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
2	Invoicing	<p>The Supplier shall provide Buyers with accurate invoices each month.</p> <p>Accuracy is based on all lines being reported with no errors, resulting in an undisputed consolidated invoice.</p>	80% (4 out of 5) of monthly reports which are accurate over a 5 month period. Each monthly invoice carries 20% weighting	0.2% Service Credit gained for each percentage under the specified Service Level Performance Measure
3	Vehicle traffic violations	Charge Notifications to be reported to the Buyer's nominated contact in each MOJ organisation within 7	98%	0.1% Service Credit gained for each

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
		working days of payment being made to the relevant authority with a threshold of 98%.		percentage under the specified Service Level Performance Measure
4	Social Value Review	For contracts where a Further Competition took place or Direct Awards over £100,000 spend per annum, on-time submission of an annual Social Value Review no later than one month following the anniversary of the Call-Off Contract go-live date.	100%	N/A

The Service Credits shall be calculated on the basis of the following formula:

$$\text{Service Credit} = (\text{Threshold} - \text{Actual Performance}) \times \text{Credit Rate}$$

Then apply to contract charges:

$$\text{Deduction} = \text{Contract Charges} \times \text{Service Credit Percentage}$$

Example:

- Threshold: 98%
- Actual: 75%
- Difference: 23%

- Credit Rate: 0.5%
- Service Credit: $23 \times 0.5\% = 11.5\%$
- If Charges = £100,000 → Deduction = £11,500

<p>2 Formula: $x\%$ (Service Level Threshold) - $x\%$ (actual Service Level performance)</p>	<p>3 =</p>	<p>4 x multiplied by the Service Credit rate in the table above to calculate the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer</p>
<p>5 Worked example: 98% (e.g. Service Level Threshold for Vehicle Availability Service Level) minus 75% (e.g. actual performance achieved against this Service Level in a Service Period)</p> <p>6</p>	<p>7 =</p>	<p>8 23 percentage points multiplied by the rate of 0.5% (Service Credit gained for each percentage point under the specified Service Level Threshold for each Service Period) = 11.5% Service Credit gained.</p> <p>9 Call-Off Contract Charges payable (e.g. £100,000) x 11.5% Service Credit gained = £11,500 Service Credits would be deducted from the next valid invoice payable by the Customer.</p> <p>10</p>

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Requirement	Review Frequency	Guidance Notes
Touch point meetings	Monthly	Monthly meetings can be virtual. <ul style="list-style-type: none"> • Operational Manager • Commercial Manager if required. • Supplier representative
Quarterly Contract review meetings	Quarterly	Contract review meeting <ul style="list-style-type: none"> • Operational Manager and Senior • Commercial Manager and Senior • Supplier representative and Senior
Strategic Contract Review Meeting	Biannually	Strategic Contract Review in person meeting. Location can be at MoJ agreement <ul style="list-style-type: none"> • Operational Manager • Commercial Manager • Supplier representative • Senior Business Owner • Finance Business Partner

To ensure effective governance and compliance with MoJ standards, the following requirements apply to all contracts classified as 'Silver' under the Contract Classification Tool. These requirements

are designed to provide proportionate oversight and assurance, reflecting the contract's value, complexity, and business criticality.

The Supplier and the Buyer shall ensure that the following contract management activities are undertaken for silver contracts:

Requirement	Review Frequency	Guidance Notes
Senior Business Owner (SBO) Appointed	Required	REDACTED]
Operational Contract Manager Appointed	Required	REDACTED]
Commercial Contract Manager Appointed	Required	REDACTED]
Finance Business Partner	Advisory	REDACTED]
RASCI (Roles & Responsibilities)	Required	REDACTED]
Documented Contract Management Plan	Required	Quarterly review.
Contract Review Performance Meetings	Required	Quarterly.
Contract Supplier Reporting	Required	Quarterly. Data to be provided Monthly for review
Change Control / Contract Variation Reg.	Required	Ad hoc.
Contract & Performance Dashboard/Scorecard	Required	Quarterly.
Contract/Operational Risk Register	Required	Quarterly.
Internal Risk Review Meetings	Required	Quarterly.
Business Contingency Plan	Required	Annually.
Contract Classification Review	Required	Annually.
Supplier Reporting	Required	As per contract requirement.
Key Obligations Tracker	Required	As per contract requirement.
SLA/KPI/Supplier Obligations Review	Required	As per contract requirement.
Benefits Realisation Review/Continuous Improvement	Required	Annually.
Financial Health Checks - Supplier	Required	Annually.
Insurances (Liability & Indemnity)	Required	Annually.

The Parties agree that for contracts classified as Silver, contract management shall be conducted in accordance with the requirements set out in the table above. The frequency and nature of reviews, meetings, and reporting shall be proportionate to the contract's risk and complexity and shall be documented in the Contract Management Plan. Both Parties shall cooperate to ensure that all roles are appointed as required, and that governance, risk management, and performance monitoring are undertaken in line with MoJ standards.

Call-Off Schedule 16 (Benchmarking)

DEFINITIONS

In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value

	for money for the recipients of Comparable Deliverables.
--	--

2. When you should use this Schedule

2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting

reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- (a) a proposed cost and timetable for the Benchmark Review;
- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested, then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

(a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

- (i) market intelligence.
- (ii) the benchmarker's own data and experience.
- (iii) relevant published information; and
- (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

(b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data.

(c) using the Equivalent Data, calculate the Upper Quartile.

(d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "Benchmarking Report" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

[REDACTED]

RM6265 Call-Off Schedule 22 (Vehicle Hire Terms)

This document is not intended for use for international Hire under Lot 1 and may be used at the Buyer's discretion for Call-Off contracts under Lot 4.

See Call-Off Schedule 24 (Car Share Hire Terms) for use with car share solutions.

Contents:

1. Introduction
2. Definitions
3. Exclusion of certain Core Terms
4. Hires
5. Hiring Vehicles
6. Minimum Age of Vehicles
7. Hours of Service
8. Booking arrangements for Hires
9. Confidentiality/Enhanced Security
10. Delivery
11. Collection
12. Abortive Delivery and Collection Cancellation
13. Fuels
14. Title, Possession and Risk
15. Documentation
16. Fines and Penalties
17. Taking Vehicles Overseas
18. Limits of Use
19. Breakdown, Roadside Assistance and Damage

- 20. Maintenance
- 21. Insurance
- 22. Payment and Invoicing
- 23. Termination of a Hire
- 24. Consequences of Termination

Annex A - Hire Form Template

Annex B – Vehicle Types and Availability

1. Introduction

- 1.1 The Buyer has decided to hire Vehicles under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 - Order Form Template, specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 22 (Vehicle Hire Terms) including Annex A - Hire Form Template and the Core Terms.
- 1.2 The Buyer's attention is drawn to clauses 10, 11, 12, 13, 14, 16, 17, 18 and 19 of this Schedule which it may wish to bring to the attention of drivers of Vehicles in order to avoid breaches of the Hire terms. The remaining clauses primarily address the Call-Off Contract level relationship and formation of Hires incorporating the terms set out in clause 1.1.

2. Definitions

- 2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Actual Delivery Time"	the time and date on which a Vehicle is delivered to the Buyer;
"Actual Return Time"	the time and date on which a Vehicle is actually returned to, or collected by the Supplier;
"Additional Charges"	the amounts so specified in Call-Off Schedule 5 (Pricing Details) or a Hire relating to all items except Rental Charges and Insurance Charges;
"Breakdown Assistance Provider"	any third party which the Supplier uses, to provide breakdown and roadside assistance services to the Buyer whether in the UK or overseas;
"Buyer's Hire Policy"	a document that outlines the guidelines, rules and behaviours relating to the use of hired vehicles by employees of the Buyer;
"Crown Indemnity"	where the Buyer is its own insurer;

<p>“Collision Damage Waiver”</p> <p>“Daily Rental”</p>	<p>the waiver by the Supplier of the Buyer's liability for theft, loss or damage to the Equipment, subject to the excess stated in Call-Off Schedule 5 (Pricing Details);</p> <p>daily rental of Vehicles under a Call-Off Contract excluding any Car Share Vehicles;</p>
<p>Partial Damage Waiver</p>	<p><i>the waiver of the costs of repair or replacement (if repair is not possible or uneconomic) of Equipment resulting from damage suffered by Supplier if such costs are £1000 or less</i></p>
<p>“Delivery location”</p>	<p>the location or place for delivery specified in the Hire;</p>
<p>“Due Delivery Time”</p>	<p>the time and date for delivery specified in the Hire;</p>
<p>“Due Return Time”</p> <p>“Equipment”</p>	<p>the time and date so specified in the Hire for return or collection;</p> <p>those devices, machines, tools and technology set out in Framework Schedule 1 - Specification or as described in the Call-Off Contract;</p>
<p>“Hire”</p>	<p>an agreement specifying the Vehicles and Equipment that the Buyer will hire from the Supplier under the Call-Off Contract when needed which the Buyer will detail using the online booking system or an equivalent form as agreed by the Parties from time to time;</p>
<p>“Hire Period”</p>	<p>in relation to a Vehicle, the period commencing at the Actual Delivery Time for that Vehicle and ending at the Actual Return Time for that Vehicle unless extended or terminated early in accordance with this Call-Off Contract;</p>
<p>“Insurance Charges”</p> <p>“Net Book Value”</p>	<p>the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or a Hire relating to insurance;</p> <p>the value of a Vehicle from time to time being its purchase price (excluding any applicable Road Fund Licence) less an amount equal to the depreciation of</p>

	the Vehicle, calculated on a straight-line basis, at the time a valuation is made;;
“Out of Hours”	means hours outside of 08.00-18.00 Monday to Friday, 09.00 to 12.00 Saturday and Bank Holidays in the UK;
“Rental Charges”	the amount specified in the Call-Off Contract to be paid by the Buyer to the Supplier for hire of a Vehicle(s);
“Settlement Sum”	for any Vehicle, the aggregate of: <ul style="list-style-type: none"> a) any Charges due but unpaid up to the date of termination; and b) the Total Loss value; and c) any difference between the Total Loss value and the present worth of the asset, represented by the Net Book Value as calculated by the Supplier less any monies actually received and retained by the Supplier as payment from the Buyer's insurers for the Total Loss
“Total Loss”	any event which, in the opinion of the insurers of the Vehicle renders the Vehicle incapable of economic repair if it is lost, stolen, damaged or destroyed;
“Vehicle”	means those vehicles as described in the Hire;
“Vehicle Damage Assessment Report”	means a report estimating Vehicle damage resulting from accidents or similar incident circumstances produced by an ATA (Automotive Technician Accreditation) registered source;
“Vehicle Inspection Form”	is the form either paper or electronic copy that shall be provided by the Supplier with the Vehicle at the commencement of the Hire Period which details

	information on the condition of the Vehicle, the mileage and level of fuel.
--	---

3 Exclusion of certain Core Terms

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Call-Off Schedule 22 - Vehicle Hire Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

3.1.1 Clause 3.1.2 does not apply to the Call-Off Contract;

3.1.2 Clause 3.2 does not apply to the Call-Off Contract;

3.1.3 Clause 8.7 does not apply to the Call-Off Contract;

4 Hires

4.1 Each Hire is subject to, and incorporates these Call-Off Schedule 22 - Vehicle Hire Terms, so that no other terms and conditions under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Call-Off Contract.

4.2 The Parties agree that any other terms and conditions (whether or not inconsistent with the terms of the Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

4.3 The Supplier must send a confirmation of the Hire to the Buyer by electronic means (or by any other method as the Parties may agree from time to time) to the Customer within 2 working hours, and the confirmation will confirm the order details including:

4.3.1 a description of the Vehicle(s) ordered and agreed cost;

4.3.2 details of any additional extras ordered and any conversion work to be carried out as set out in the Specification;

4.3.3 the delivery and collection details.

4.4 The Supplier warrants that the Vehicle conforms to the Hire, is of satisfactory quality and fit for any purpose held out by the Supplier.

4.5 **Each Hire survives the expiration or termination of both the Call-Off Contract and Framework Contract.**

5 **Hiring Vehicles**

5.1 **In consideration of the payment of the Rental Charges, Additional Charges and Insurance Charges, the Supplier will supply the Vehicle to the Buyer in accordance with the Call-Off Contract and the requirements notified to the Supplier in the Hire.**

5.2 **The Supplier shall advise the Buyer on the selection and specification of the Vehicle and, where applicable, any conversion work to be carried out to ensure that the Vehicle is suitable for the requirements of the Buyer.**

6 **Minimum Age of Vehicles**

6.1 From the commencement of the Hire Period, and unless otherwise agreed with the Buyer in the Call-Off Contract, the following Vehicle age limits shall apply:

6.1.1 All cars supplied shall be less than 3 years old from the date of first registration;

6.1.2 All vans supplied shall be less than 5 years old from the date of first registration;

6.1.3 All minibuses supplied shall be less than 4 years old from the date of registration;

6.2 All HGV's supplied shall be less than 7 years old from the date of first registration.

7 **Hours of Service**

7.1 The Supplier shall ensure that its operating hours in relation to the provision of the Deliverables in the UK shall be within the hours of 08:00 to 18:00 Monday to Friday and 09:00 to 12:00 Saturday excluding Bank Holidays.

7.2 Operating hours outside of the UK shall be agreed by the Buyer and Supplier in the Call-Off Contract.

7.3 The Supplier shall provide an Out of Hours service for any delivery or collection of a Vehicle outside of the normal operating hours in the UK.

7.4 The Supplier shall provide an Out of Hours emergency contact number chargeable at a local rate in the event of the Buyer requiring breakdown or roadside assistance. For international hire, the Supplier's operative shall be able to speak English and the language of the country of use.

8 Booking arrangements for Hires

8.1 The Supplier shall allow the Buyer to place Hires by telephone and email for standard Vehicles for all rental durations.

8.2 The Supplier shall allow the Buyer to place Hires through a secure online booking system for standard Vehicles on Lot 1 for Hires of up to 27 days. If agreed, the Supplier shall allow the Buyer to place Hires through a secure online booking system for standard Vehicles on all other Lots and on Lot 1 for 28 days or over.

8.3 The Supplier online booking system shall as a minimum:

8.3.1 have the facility to identify which groups of Vehicle are within or out of the Buyer's Hire Policy and allow or prevent their Hire (and associated services) accordingly;

8.3.2 have the facility to enable Buyer line management pre-trip approval where required;

8.3.3 have the facility to offer all fuel types, e.g electric, hybrid, diesel and petrol; and

8.3.4 have the facility to collect information about multiple drivers.

8.4 The Supplier shall, where required, provide training in the use of the online booking system through manual or verbal guidance.

8.5 The Supplier shall provide the Buyer with a single unique reference number at the time the Hire is placed. This shall be used in all correspondence relating to the Vehicle, including invoicing, management information and data reports delivered to the Buyer as set out in Call-Off Schedule 1 - Transparency Reports.

- 8.6 **The Supplier shall notify the Buyer of any changes to the requested Vehicle in sufficient time for the Buyer to make alternative arrangements if necessary and in any event prior to delivery; and if the Buyer does not accept such changes to the Vehicle, the Buyer can cancel the Hire without penalty or cancellation charge.**
- 8.7 **If a Vehicle from the group requested by the Buyer as a Daily Rental is not available the Supplier shall use its reasonable endeavours to provide a Vehicle of the same or lower emissions level.**
- 8.8 **If an upgrade to a different Vehicle group is provided the Rental Charge applicable to the Vehicle group originally requested by the Buyer shall apply.**
- 8.9 **If an upgrade to a different Vehicle group is not available and a Vehicle from a lower group is provided, the Rental Charge from the lower group shall apply.**
- 8.10 Following the acceptance of a Hire, the Supplier shall make the Vehicle available within the timeframes specified in Annex B (Vehicle Types and Availability).
- 8.11 The Supplier shall notify the Buyer if the availability period (as specified in Annex B (Vehicle Types and Availability) needs to be extended.
- 8.12 The Supplier shall not unreasonably refuse to accept any Hires.
- 8.13 Where requested by the Buyer before the Call-Off Contract commences, the Supplier shall use the Buyer's or a third party's online booking system. The Supplier shall provide electronic access to receive Hires from the Buyer or third party (subject to entering into a code of connection agreement which shall be subject to a separate charge to be agreed with the Buyer before the Call-Off Contract commences).

9 Confidentiality/Enhanced Security

- 9.1 Where requested by the Buyer, the Supplier shall:
- 9.1.1 supply Vehicles e.g. for use in covert operations, having the appearance of being used for other purposes, having signage or livery attached or be free of Supplier's logos;
 - 9.1.2 supply a replacement Vehicle at short notice, within a timescale to be agreed in the Call-Off Contract;
 - 9.1.3 keep the driver and Buyer's details anonymous so as not to disclose their true identity.

10 Delivery

- 10.1 The Supplier shall supply the Vehicle to the Delivery Place at or before the Due Delivery Time. The Supplier shall provide the driver with all relevant information to allow the driver to become familiar with the Vehicle's operation including the type of fuel used.
- 10.2 The Supplier shall offer delivery and collection of Vehicles within Working Hours and out of hours and may offer Vehicles as one-way Hires unless otherwise agreed at Call-Off.
- 10.3 For Lots 1 and 2, the Supplier may charge for delivery and collection at the Charge specified in Call Off Schedule 5 - Pricing Details for either 0-10 or 11-20 miles but should not apply Charges for both distance brackets. If delivery and collection is over 20 miles the Supplier may apply a Charge per mile for each additional mile as well as the Charge for 11-20 miles. The Supplier can apply both a delivery and collection Charge on the same booking if delivery and collection takes place.
- 10.4 Any other delivery and collection charges are to be agreed with the Buyer at Call-Off Contract.
- 10.5 If specialist Equipment is provided with the Vehicle, the Supplier must provide the driver with the appropriate familiarisation awareness training necessary to safely, legally and effectively operate the Vehicle.
- 10.6 Prior to the start of the Hire Period the driver shall inspect the Vehicle and inform the Supplier of any damage or defects.
- 10.7 Where representatives of the Buyer are unavailable at the Actual Delivery Time, the Supplier must provide a Vehicle Inspection Form, clearly showing where any damage, however slight, already exists on the Vehicle. Where the driver is not present at the Actual Delivery Time, the Supplier must provide written familiarisation details with the Vehicle.
- 10.8 When requested to deliver to a Delivery Place which is a chargeable parking area, the Supplier shall pay for 2 hours parking from the commencement of the Hire Period. Such costs shall be reimbursed at cost by the Buyer to the Supplier provided a valid receipt or parking ticket is submitted by the Supplier.
- 10.9 The Supplier shall make all reasonable efforts to ensure that (unless alternative delivery arrangements are specified by the Buyer) the Delivery Place is a well-lit and secure area.
- 10.10 The Buyer can at its sole discretion reject a Vehicle which is not as described in the Hire and/or in respect of which the Vehicle Inspection Form does not include the required information. Where the Buyer rejects a Vehicle the Supplier shall provide a suitable replacement within a timescale to be agreed with the Buyer. Where there is minor damage to the Vehicle which has not been noted on the Vehicle Inspection Form, and the Buyer

considers the Vehicle fit to drive, it must first inform the Supplier of the damage and obtain approval before driving the Vehicle.

10.11 The Supplier shall provide courtesy transport between airport terminals and their rental outlets within airports when arriving or departing from an airport in the UK or overseas during Work Hours.

10.12 The Supplier shall provide a meet and greet service and a drop off service if the Supplier's rental outlet is not located at the airport.

11 Collection and Return

11.1 The Supplier shall immediately complete a Vehicle Inspection Form at the Actual Return Time.

11.2 The Supplier shall collect the Vehicle after the Due Return Time unless otherwise agreed with the Buyer. The Buyer shall be responsible for up to 6 hours of parking charges commencing from the Due Return Time if it requests collection from a chargeable parking area.

11.3 In the event of a Vehicle being returned late the Supplier shall apply a grace period of 29 minutes before an Additional Charge for late return of a Vehicle is incurred. Additional Charges shall continue to be incurred every day in addition to the standard daily Rental Charges following the Due Return Time until the Vehicle is returned by the Buyer or collected by the Supplier.

11.4 The Supplier may allow the Buyer to return the Vehicle to an agreed location different from the Delivery Place with prior notification from time to time. This shall not be considered a one-way Hire.

11.5 The driver shall remove all personal possessions from the Vehicle at the end of the Hire Period. The Supplier does not accept any responsibility for any possessions that are left in a Vehicle.

12 Abortive Delivery and Collection Cancellation

- 12.1 In the event that a Hire needs to be cancelled the Buyer shall notify the Supplier at least 2 Work Hours prior to the commencement of the Hire Period unless otherwise agreed in the Call-Off Contract.
- 12.2 For delivery locations which are more than 50 miles from the Supplier's nearest depot the Buyer must provide at least 4 hours of notice over a Working Day of cancellation, unless otherwise agreed in the Call-Off Contract.
- 12.3 The Supplier shall specify at the time of booking if a longer cancellation notice period for specialist Vehicles is needed.
- 12.4 Charges shall not apply where the minimum period of notice of cancellation has been given by the Buyer under clauses 12.1 and 12.2.
- 12.5 In the event where the Buyer has failed to provide sufficient notice of cancellation, the Supplier shall be entitled to a cancellation charge as set out in Call-Off Schedule 5 (Pricing Details) but which shall not exceed one day's Rental Charge.
- 12.6 The Supplier shall be entitled to an abortive collection charge which shall not exceed one day's Rental Charge where a Vehicle is not available for collection following a waiting time of 29 minutes.
- 12.7 The Supplier shall be entitled to an abortive delivery charge which shall not exceed one day's Rental Charge where delivery is attempted when a Buyer has neglected to cancel a Hire which includes delivery.
- 12.8 The Supplier shall notify the Buyer at the time of cancellation of any Charge that shall be incurred due to abortive delivery or collection.

13 Fuels

- 13.1 Unless otherwise agreed with the Buyer the Supplier shall supply all Vehicles with a minimum of a quarter tank of fuel or half charged if an electric Vehicle, less delivery mileage.
- 13.2 The Supplier shall record the level of fuel or charge upon delivery of the Vehicle on the Vehicle Inspection Form.
- 13.3 The Buyer shall return the Vehicle with a like for like level of appropriate fuel or charge.
- 13.4 If clear identification of the type of fuel is not shown at the filling point, the Buyer shall not be liable if the Vehicle is re-fuelled with the wrong fuel type. Where the Buyer incorrectly refuels the Vehicle and informs the Supplier, the Supplier shall arrange for the Vehicle to be repaired.

13.5 The Supplier shall charge refuelling for petrol and diesel in line with a published weekly/monthly fuel price index to be agreed at Call-Off Contract, plus the Supplier's additional pence per litre refuelling charge. Such indices include UK government (www.gov.uk/government/collections/energy-price-statistics), Allstar/Fleet News (<https://www.allstarcard.co.uk/tools/uk-fuel-prices/>), AA (<https://www.theaa.com/driving-advice/driving-costs/fuel-prices>). The Supplier shall charge electric recharging in line with the cost per kWh as defined in a suitable index or as agreed in the Call-Off Contract.

14 Title, Possession and Risk

- 14.1 The Vehicle is the property of the Supplier at all times and the Buyer will not have any right, title or interest in or to the Vehicle apart from the right to possess and use the Vehicle in accordance with the Call-Off Contract.
- 14.2 Subject to clause 14.5 the Supplier's liability for loss or damage to the Vehicle ceases at the Actual Delivery Time.
- 14.3 The Supplier's liability for loss or damage to the Vehicle shall, unless a different time is agreed in the Call-Off Contract such as for HGVs, commence again at the earlier of:
- 14.3.1 the Actual Return Time, or;
 - 14.3.2 six (6) hours after the Due Return Time;
- 14.3.3 Notwithstanding 14.3.1 or 14.3.2 if the Buyer fails to return the Vehicle by the Due Return Time then it remains liable for loss or damage to the Vehicle until a new return time is agreed and the provisions of 14.3.1 or 14.3.2 shall apply.

- 14.4 The Hire Period for that Vehicle starts at the Due Delivery Time or the Actual Delivery Time, whichever is the later.
- 14.5 Unless the Buyer notifies non-acceptance of a Vehicle, the Buyer bears the risk of loss or damage to the Vehicle from the time the Supplier's liability ceases until the time the Supplier's liability recommences under clause 14.3. The Buyer does not bear the risk of loss or damage:
- 14.5.1 caused by the negligence of the Supplier or Supplier Staff; or
 - 14.5.2 while the Supplier has possession of the Vehicle, including for any maintenance.
- 14.6 The Supplier shall give the Buyer quiet possession of the Vehicle throughout the Hire Period.
- 14.7 the Buyer shall take reasonable steps at its own expense to retain and recover possession and control of a Vehicle of which an individual driver has caused this to be compromised, for example but not limited to a Vehicle being abandoned.

15 Documentation

15.1 At the commencement of the Hire Period, the Supplier shall provide the Buyer with the Supplier's standard documentation, with all the relevant details completed, consisting of as a minimum:

15.1.1 details of the action to be taken in the event of an incident (including windscreen or tyre damage), accident or breakdown including contact details;

15.1.2 a Vehicle Inspection Form;

15.1.3 all documentation must be written in English including for international Vehicle Hire where it must also be written in the language of the country of use.

15.2 Where the Vehicle is an HGV, the Buyer shall comply with its applicable obligations, for Hires commencing in the United Kingdom, under the Goods Vehicles (Licensing Of Operators) Act 1995 and the Road Traffic Act 2000 and in particular ensure that:

15.2.1 it has a valid operator's licence in place permitting operation of the relevant Vehicle(s) and that Buyer is not currently the subject of or awaiting any decision of a public enquiry into its operator's licence and it is not aware of any reason why it may be called to a public enquiry in the foreseeable future. The Buyer shall maintain such operator's licence and shall provide a copy of its operator's licence on demand and shall notify Supplier of any changes to, revocation, suspension or termination of such licence;

15.2.2 the Vehicle is only used with a valid operator's licence for the traffic area or areas in which the Vehicle is used;

15.2.3 nothing is done to jeopardise the validity of the operator's licence including breaching the operator's licence;

15.2.4 a copy of any request to attend a public enquiry in relation to the operator's licence is forwarded to Supplier and the outcome of the enquiry is notified to Supplier in writing including whether any action is being taken by the Traffic Commissioner (in the United Kingdom) to vary, revoke, amend, suspend or curtail the operator's licence;

15.2.5 the operator's licence is not surrendered without 14 days' written notice being given to Supplier.

16 Fines and Penalties

- 16.1 For road traffic offences where licence endorsements apply such as speeding tickets, the Supplier shall collaborate with the Buyer to identify and inform the driver and notify the penalties clerk by providing a copy of the Hire. The penalties clerk will in turn redirect the fine to the responsible driver.
- 16.2 The Supplier shall provide the Buyer with full details of any penalties received within 5 working days of receipt from the relevant authorities.
- 16.3 The Supplier shall be liable for any additional costs arising from escalations to the original penalty or charge if they have failed to notify the Buyer within 5 working days following receipt of the penalty or charge.
- 16.4 Unless agreed otherwise by the Buyer, for road traffic offences where licence endorsements do not apply such as congestion charges, bus lane charges, parking tickets, the Supplier shall pay the fine on the Buyer's behalf then recharge the Buyer using applicable supporting documentation as evidence. If the fine is later successfully challenged by the Buyer, the Supplier shall pass on any refund in full to the Buyer.
- 16.5 The Supplier may charge the Buyer a reasonable administration fee for dealing with any penalties incurred by the Buyer.
- 16.6 Where the Buyer notifies the Supplier that the Vehicle shall be driven in an area subject to a congestion charge, or other automated toll charges, then the Supplier shall (where possible) provide the Buyer with advanced notification of the Vehicle registration number or if the Vehicle carries an exemption.

17 Taking Vehicles Overseas

- 17.1 **The Buyer shall not take or allow any Vehicles to be taken out of the mainland United Kingdom without the written consent of the Supplier.**
- 17.2 **The Buyer shall insure the Vehicle for use overseas.**
- 17.3 **The Supplier shall assist the Buyer in obtaining any necessary documentation, overseas driver's pack and other relevant items required for the particular country where the Vehicle is being taken. Subject to the Buyer giving the Supplier two days notice, the Supplier shall provide a VE103B Hire Certificate for driving outside the **UK**.**
- 17.4 **The Buyer shall be responsible for arranging a relevant breakdown and recovery package.**
- 17.5 **The Buyer shall ensure that drivers comply with the rules and regulations of the countries to be visited.**
- 17.6 **Where convenient to the Buyer, the Vehicle shall be returned to the UK to carry out maintenance or, alternatively, the Supplier shall appoint a local agent to carry out maintenance.**
- 17.7 **If requested by the Buyer prior to the departure of the Vehicle from the UK, the Supplier shall provide alterations for winterisation requirements to allow the Vehicle to operate legally in all European countries for snow and ice conditions within 7 working days of request.**

18 Limits of Use

- 18.1 **While a Vehicle is in its possession, the Buyer shall:**
- 18.1.1 **only allow use of the Vehicle for the purpose for which it is intended and not for the driver's personal use;**
 - 18.1.2 ensure responsible and safe use of the Vehicle and adhere to any explicit Supplier recommendations or guidance given;
 - 18.1.3 not allow the Vehicle to be driven in a careless or reckless manner;

- 18.1.4 **keep the Vehicle in its own control and look after the Vehicle ensuring it is locked and secure all of its parts when not in use;**
- 18.1.5 **not do or allow anything to be done which could invalidate the insurances referred to in clause 21;**
- 18.1.6 not allow the Vehicle to be used, or permit its use in any manner which would infringe any statutory regulation or order relating to the driving and parking of the Vehicle or so as to cause danger to the public or persons in the Vehicle or risk damage to the Vehicle;
- 18.1.7 not allow the Vehicle to be driven by any other driver who has not been first authorised by the Buyer;
- 18.1.8 not allow the Vehicle to be used while any driver is under the influence of alcohol, narcotics, drugs, or any other substance impairing their consciousness or ability to react;
- 18.1.9 not cause injury, loss or damage to property or person for any illegal, wilful or deliberate purpose;
- 18.1.10 not allow smoking or the use of e-cigarettes in the Vehicle;
- 18.1.11 not allow the Vehicle to be driven in or on that part of any aerodrome, airfield, airport or military installation designed for the take-off, landing, taxiing or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones and hangars (unless the Supplier provides prior written consent for the Buyer to do so);
- 18.1.12 not allow the Vehicle to be driven for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;
- 18.1.13 not allow the Vehicle to be used off road, on racetracks, on beaches or on test courses without the prior written consent of the Supplier;

- 18.1.14 **not allow the Vehicle to be used for any form of sub-hire or reward activities, including any form of sporting competition, unless agreed by the Supplier;**
- 18.1.15 not allow the Vehicle to be used to drive through water or over any objects that the driver knew or ought to have known rise above the ground clearance of the Vehicle;
- 18.1.16 not allow the Vehicle to be driven under a barrier lower than the overhead clearance of the Vehicle;
- 18.1.17 not allow the Vehicle to be used for motor trade use;
- 18.1.18 not allow the Vehicle to be used for the transportation of explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature except as allowable under law to transport dangerous or noxious substances;
- 18.1.19 not allow the Vehicle to be used to carry any goods, materials or produce which may damage the Vehicle or render it unfit to carry any other type of merchandise, or which may be hazardous or harmful to humans or other living beings;
- 18.1.20 not allow the Vehicle to propel or tow any other Vehicle or a tow truck, except Vehicles fitted with a tow bar with express permission from the Supplier;
- 18.1.21 not allow the Vehicle to be overloaded with more passengers than seatbelts or to transport children without the legally required car seats;
- 18.1.22 not allow the Vehicle to be overloaded or used to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that the Buyer does not own for a fee without the Supplier's written permission;
- 18.1.23 not allow any mechanical modification or other modification, alterations or additions to be made to a Vehicle, nor fit any towing equipment, other accessories or non-standard tyres without the Supplier's prior written consent. Any additions, alterations or modified parts which may be made or incorporated (whether with or without consent) shall become part of the Vehicle and shall belong to the Supplier unless otherwise agreed;

- 18.1.24 not allow the removal or interference with any identification marks or plates affixed to a Vehicle without the prior written consent of the Supplier;
- 18.1.25 not allow the Vehicle to be defaced nor any painting, sign-writing, lettering or advertising added to or erected on the Vehicle without the prior written consent of Supplier;
- 18.1.26 **make sure that only persons qualified to do so operate the Vehicle and that each operator holds any necessary permits, including a valid operator's licence or a valid driving licence where appropriate;**
- 18.1.27 stop using the Vehicle as soon as possible and contact the Supplier as soon as the Buyer becomes aware of any fault with or malfunction of the Vehicle. In particular, the Buyer must take into account any warning lights that may appear on the dashboard of the Vehicle;
- 18.1.28 ensure that the tread depth of each tyre on a Vehicle is checked regularly and that the Vehicle is not used when the tread depth reaches 3mm;
- 18.1.29 **not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Vehicle in a manner inconsistent with the Supplier's interest in the Vehicle;**
- 18.1.30 **allow the Supplier or its duly authorised representative to inspect the Vehicle at all reasonable times and, to enable the Supplier to do so. Unless clause 18.1.31 applies the Buyer must allow the Supplier entry to the Delivery Place or any premises at which the Vehicle may be located, and must grant reasonable access and facilities for such inspection;**
- 18.1.31 **if the Vehicle is located at premises with Restricted Access, make arrangements with the Supplier to collect the Vehicle from an alternative location which the Supplier is authorised and able to access;**
- 18.1.32 the Supplier shall advise the Buyer of any mileage restriction at Call-off otherwise mileage is assumed unrestricted;
- 18.1.33 in the event that the Supplier needs to arrange a Vehicle changeover during the Hire Period, the Supplier shall arrange for it to take place at the convenience of the Buyer. The Buyer shall endeavour to comply with any such request;

18.1.34 the Buyer shall maintain the interior and upholstery of the Vehicle, ensuring all minor spills and accidents are cleaned up appropriately.

19 Breakdown, Roadside Assistance and Damage

19.1 For Vehicle hire in the UK, the Supplier shall provide a comprehensive service for breakdown and roadside assistance 24 hours a day 365 days per year (366 days in a leap year) at no additional cost to the Buyer, unless due to driver negligence . For Vehicle hire overseas see clause 17.4.

19.2 Unless otherwise agreed with the Buyer in the Call-Off Contract the Supplier shall ensure that its Breakdown Assistance Provider attends the location of breakdown and roadside assistance calls within 2 hours of the request for assistance.

19.3 The Supplier shall prioritise breakdown and roadside assistance calls from drivers in vulnerable situations.

19.4 In the event of a breakdown or any other occurrence which renders the Vehicle immobile or otherwise unfit for use, the Supplier shall:

19.4.1 endeavour to provide a replacement Vehicle of at least the same standard within 2 hours of the request for assistance being made or a timeframe as agreed by the Buyer in the Call-Off Contract;

19.4.2 for Vehicles under 3.5 tonnes, ensure the driver and any passengers and cargo are taken to their requested destination; and

19.4.3 for Vehicles 3.5 tonnes and above, endeavour to provide onward travel for the driver, passengers and cargo.

19.5 The Supplier shall refund to the Buyer the difference between the cost of the replacement Vehicle and the Vehicle replaced where the former is from a lower group. The Buyer shall not be charged for the provision of a replacement Vehicle by the Supplier, unless it is determined by the Supplier that the Buyer and/or their representative are at fault for the breakdown event arising.

19.6 The Buyer should report any damage to the Supplier as soon as reasonably practicable.

19.7 In case of an accident or if the Vehicle is lost or stolen, the Buyer shall:

- 19.7.1 accurately report the accident, theft or loss to the Supplier as soon as possible by any means and confirm this promptly in writing (email is sufficient) to the Supplier no later than 1 working day in case of a theft and in all other cases 2 working days, from the moment the Buyer becomes aware of the event;
 - 19.7.2 report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing, along with the crime reference number, to the Supplier (email is sufficient);
 - 19.7.3 avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;
 - 19.7.4 request the names and addresses of everyone involved, including witnesses, and provide them to the Supplier;
 - 19.7.5 promptly forward to the Supplier any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;
 - 19.7.6 cooperate with the Supplier and the Supplier's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by the Supplier in Buyer's name and defending any proceedings brought against the Buyer; and
 - 19.7.7 return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to the Supplier either directly to the Supplier staff or in Supplier's secured box at a Supplier branded location.
- 19.8 Unless otherwise agreed, the Buyer shall not repair, attempt to repair or have repaired any Vehicle (including the replacement of any tyres and windscreens). The Buyer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by Supplier where Supplier permission has not been granted.
- 19.9 **The Supplier shall notify the Buyer of any damage to the Vehicle that the Supplier has reasonable grounds for believing has occurred during the Hire Period within 5 working days following the end of the Hire Period.**
- 19.10 The Supplier shall include a full report of any damage to the Vehicle including photographic evidence detailing the Buyer's liability within 60 working days of the end of the Hire Period.

- 19.11 The Supplier shall obtain a Vehicle Damage Assessment Report when requested by the Buyer and supply a copy of the report to the Buyer.
- 19.12 Where the Buyer accepts liability for damage, the Supplier shall add any costs associated with the relevant Vehicle Damage Assessor's Report to the repair cost.
- 19.13 If the Buyer has reasonable grounds to dispute any Damage, it shall submit details of the dispute to the Supplier in writing within 30 days of the date of the damage notification.
- 19.14 Where any claim from a third party arises against the Supplier and the Supplier has reason to believe that the Buyer has liability for such claim, then the Supplier shall:
- 19.14.1 **notify the Buyer of any such claim within 5 working days of the claim being received by the Supplier and provide the Buyer with full details of the claim with evidence of the Buyer's liability; and**
 - 19.14.2 fully cooperate with the Buyer and insurer in responding to any such claim.
- 19.15 Where (i) a third party is responsible for any damage arising to the Vehicle, (ii) that third party has accepted full liability for that damage and (iii) the Buyer has provided to the Supplier all of the third party's details, including the third party's insurance details, where requested the Supplier must:
- 19.15.1 **not pursue the Buyer for any payment; and**
 - 19.15.2 **handle the claim, excluding any claim by the Buyer, directly through the third party's insurance or other representative;**
- 19.16 The Buyer must keep the Supplier fully informed of all material matters relating to the Vehicle.
- 19.17 Where a Vehicle is declared a Total Loss, the Buyer will continue to be liable for the Charges for the Vehicle until the Supplier receives the Settlement Sum in full. When they receive the Settlement Sum, the Supplier must reimburse the Buyer all of the Charges paid by the Buyer between the Total Loss notification date and the date of receipt of the Settlement Sum.
- 19.18 Following notification of a Total Loss, the Buyer must pay as soon as reasonably practicable to the Supplier the Settlement Sum in respect of that Vehicle on the date specified in the advice of the same sent to the Buyer.
- 19.19 Where the sum received for the Vehicle from the Buyer's insurance provider is less than the Settlement Sum, the Buyer is liable to pay to the Supplier the differential amount.

19.20 The Supplier may charge an administration fee to the Buyer to cover any reasonable costs incurred in the assessment of the Vehicle and the completion of any relevant documentation in relation to the Total Loss process.

20 Maintenance

20.1 **The Supplier shall ensure that all repairs are in accordance with manufacturer's recommendations and warranty stipulations.**

20.2 Where requested, the Supplier shall endeavour to offer maintenance out of hours, at Buyer premises or at another location.

20.3 **Subject to repairs and maintenance, the Supplier must make sure that Vehicle downtime is minimised and a replacement Vehicle is provided to reduce the impact on the Buyer and/or the driver.**

20.4 The Buyer shall make the Vehicle available to the Supplier for the purposes of carrying out scheduled maintenance.

20.5 The Buyer shall regularly inspect the Vehicle condition during the Hire Period including checking and maintaining correct tyre pressures and wheel nuts, inspecting the Vehicle's lights, glass bodywork and paint.

20.6 The Buyer shall adhere to any recommended routine Vehicle checks whilst in possession of the Vehicle.

20.7 The Supplier shall implement and operate a formal vehicle recall and fault rectification procedure for all Vehicles supplied pursuant to the Call-Off Contract including where the Buyer is in possession of a Vehicle:

20.7.1 when informed by the Supplier, the Buyer shall stop using any Vehicle which is subject to an immediate manufacturer recall and make it available for collection by the Supplier. For the avoidance of doubt the Buyer shall not be subject to a Rental Charge during this period of a collection charge.

20.8 The Supplier is responsible for arrangement and payment for:

20.8.1 routine servicing and maintenance of the Vehicle in accordance with manufacturer's recommendations; and

20.8.2 repair and replacement of parts including but not limited to tyres, exhausts and brakes.

20.9 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Vehicle is unavailable for use by the Buyer due to a Default.

20.10 Where required, the Supplier shall instruct the Buyer, providing the necessary guidance, if Vehicle maintenance and checks are required during the Hire Period. This may include regularly checking and adjusting as necessary engine oil levels, adblue, screen wash levels and coolant levels (as appropriate).

20.11 The Buyer shall report accurate odometer mileage readings to the Supplier if requested using an appropriate method of reporting. If the odometer of the Vehicle fails, the Buyer shall immediately deliver the Vehicle to the Supplier for repair and shall inform the Supplier of the dates upon which the odometer was not working.

20.12 If the odometer on any Vehicle ceases to function properly or if the manufacturer's seals on the odometer of any Vehicle is or has been interfered with, the Supplier shall be entitled to estimate the distance travelled by that Vehicle for the period for which the odometer has failed to function properly.

21 Insurance

21.1 The Supplier shall supply, upon request, the terms of its insurance cover to the Buyer where the Buyer is relying on the Supplier's insurance. The Buyer shall comply with the terms of the Supplier's insurance.

21.2 Unless otherwise stated by the Supplier's insurance, no minimum age restriction on drivers shall apply to the supply of Vehicles for Hire. The Supplier shall notify the Buyer if the Supplier's insurance imposes a minimum age restriction on drivers prior to commencement of the Call-Off Contract.

21.3 The Buyer shall, unless relying on Crown Indemnity or using the Supplier's insurance:

21.3.1 insure the Vehicle from the Actual Delivery Time and keep the Vehicle insured, unless a different time is agreed in the Call-Off Contract, until the earlier of:

21.3.1.1 the Actual Return Time, or;

21.3.1.2 six (6) Work Hours after the Due Return Time.

21.3.1.3 notwithstanding 21.3.1.1 and 21.3.1.2, If the Buyer fails to return the Vehicle by the Due Return Time then it shall insure the Vehicle until a new return time is agreed and from this point 21.3.1.1 or 21.3.1.2 shall apply.

21.3.2 insure the Vehicle to the full replacement value under a fully comprehensive policy of insurance in the name of the Buyer which insures against all liabilities required by the Road Traffic Act 1988 s. 145(3) and which is primary to any policy of the Supplier bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss payee. The insurance policy may be subject to such uninsured amount ("Excess") as may be applicable from time to time and the Buyer indemnifies the Supplier against any Losses up to the level of the Excess;

21.3.3 apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Vehicle;

21.3.4 Where requested by Buyer, and the Call-Off Contract Charges include Partial Damage Waiver, be provided Partial Damage Waiver. Provided the terms of the Partial Damage Waiver and the terms of the Call-Off Contract, have been complied with, Buyer is not liable for damage to Equipment unless the value of such damage exceeds £1000, in which case the whole sum is due.

21.4 Subject to the Buyer's compliance with the Terms of this Call-Off Schedule 22 (Vehicle Hire Terms) and where the Buyer requests Collision Damage Waiver and third-party liability insurance in the Hire Form, the Supplier shall:

21.4.1 waive the Buyer's liability for loss, damage or theft of the Vehicle, up to any excess amount indicated in the relevant rate schedule; and

21.4.2 ensure that use of the Vehicle is covered by the Supplier's insurance as required by the Road Traffic Act 1988 or any other applicable insurance legislation in force in any country in which Equipment is operated with the permission of the Supplier subject to the terms and conditions of such policy.

21.5 If relying on Crown indemnity the Buyer shall:

21.5.1 meet any liabilities arising out of the use of the Vehicle required to be insured against by the Road Traffic Act 1988 s. 145(3) regardless of any insurance policy of the Supplier which may cover the same liability;

21.5.2 in the event of damage to, loss or theft of the Vehicle reimburse the Supplier for the cost of repair or replacement of the Equipment plus any other losses reasonably incurred by the Supplier as a result of the damage to, loss or theft of the Equipment, as per the Vehicle Damage Assessment Report.

21.6 The Supplier must update the motor insurance database (MID) or provide the appropriate data for the Buyer to manage this themselves in respect of the Vehicles at all times in order to meet the requirements of the EU Motor Insurance Directive.

22 Payment and Invoicing

22.1 The Supplier shall facilitate payment by the Buyer of the Rental Charges, Additional Charges and, where appropriate, Insurance Charges under a Call-Off Contract under any method agreed with the Buyer in the Hire.

22.2 The Supplier shall include as a minimum a unique order or booking reference and where requested provide additional supporting documentation in relation to the Charges applied.

22.3 The Supplier shall facilitate a change in the method of payment where requested to do so by the Buyer.

22.4 The Supplier shall not charge the Buyer any fees for the use of any payment method or for a change of payment method.

22.5 The Supplier shall have the ability to attribute the cost of each Hire to multiple cost centre codes for each Buyer.

22.6 The Supplier shall provide consolidated invoicing for all Lots where requested by the Buyer, typically on a monthly basis and comprising all Hires within the preceding period under the Call-Off contract.

23 Termination of A Hire

23.1 **Without affecting any other right or remedy available to them, the Supplier can terminate the Hire of the Vehicle by giving written notice to the Buyer if:**

23.1.1 **the Buyer fails to pay an undisputed invoiced sum due under a Hire within 30 days of the date of the Reminder Notice;**

23.1.2 **there is a default of any terms in 18.1 of this Call-Off Schedule 22 - Vehicle Hire Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 working days after being notified in writing to do so.**

23.2 **The Buyer may terminate a Hire without any Charge if the Vehicle is within its Hire Period or the Buyer complies with the cancellation terms where the Hire Period has not commenced, excluding the costs for conversions or modifications carried out on the Vehicle specifically at the Buyers request.**

23.3 **In the case of Vehicle Hire under Lots 3 and 4 the Supplier acknowledges and agrees that the Buyer may terminate the Hire by giving one working days' notice. Under all other Lots Hire can be terminated by the Buyer without notice.**

24 Consequences of Termination

- 24.1 **Where the Hire of any Vehicle is terminated under the terms of the Call-Off Contract, the Supplier's consent to the Buyer's possession of the Vehicle will terminate. The Supplier can, by its authorised representatives, retake possession of the Vehicle and may enter the Delivery Place or any premises at which the Vehicle is located.**
- 24.2 **When a Hire is terminated and the Hire Period is thereby reduced from the period originally agreed, the Supplier may charge the Buyer at the rate applicable to the actual Hire Period in the Call-Off Schedule 5 - Pricing Details for any outstanding payments and may seek retrospective payment for the difference between the rate previously paid and the correct rate for all days from the commencement of the Hire Period.**

Annex A

Hire Form Template

Booking portal will be utilised

HIRE REFERENCE: [Buyer's Hire number]

DATE OF HIRE: [Date the Hire is placed]

THE BUYER: [Buyer's name]

THE SUPPLIER: [name of Supplier]

THE DRIVER: [Driver's name]

THE DELIVERABLES

Vehicle: [Description of Vehicles]

Quantity: [Number of items]

Additional Deliverables: [Description of any additional Equipment]

Delivery Place: [the address where the Vehicle is to be delivered by the Supplier / picked

up by Buyer]

Collection place: [the address where the Vehicle is to be collected by Supplier / returned by Buyer]

HIRE PERIOD

The Hire Period shall be the period of [time and date from the Actual Delivery Time until the Due Return Time which is [] time and date.

PRICE AND PAYMENT

Rental Charges payable by the Buyer [amount payable (excluding VAT)]

Additional Charges payable by the Buyer [amount payable by the Buyer (excluding VAT):

Insurance Charges payable by the Buyer [amount payable (excluding VAT)]

For and on behalf of the Buyer:

Name and Title	
----------------	--

Signature	
Date	

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

Annex B (Vehicle Types and Availability)



Call- Off Schedule 22
- Annex B - Vehicle Ty

Daily Hire

Vehicle Type	CCS Vehicle Group	Vehicle Category	SIPP Code	Example Vehicle	Fuel Type	Transmission
Manual Cars	B	Economy	ECMR	Opel/Vauxhall Corsa, Ford Fiesta 2-4 door or equivalent	Petrol	Manual
	C	Compact	CDMR	Citroen C4, VW Golf, Ford Focus, Ford Puma or equivalent	Petrol	Manual
	D	Intermediate	IDMR	Skoda Octavia or equivalent	Petrol	Manual
	E	Standard	SDMR	Vauxhall Insignia, VW Passat or equivalent	Petrol	Manual
Automatic Cars	BA	Economy Auto	ECAR	Opel/Vauxhall Corsa, Ford Fiesta 2-4 door or equivalent	Petrol	Automatic
	H	Compact	CDAR	Citroen C4, Audi A3, VW Golf, Ford Focus, Ford Puma or equivalent	Petrol	Automatic
	I	Intermediate	IDAR	Skoda Octavia or equivalent	Petrol	Automatic

	J	Standard	SDAR	BMW 1 Series, VW Passat or equivalent	Petrol	Automatic
Estate	O	Compact	CWMR	Peugeot 308 Estate, Skoda Octavia Estate or equivalent	Petrol	Manual
MPV	T	Large - 7 Seat	FVMR	Ford Galaxy, Citroen Berlingo or equivalent	Petrol	Manual
4x4s	4S	Small	SFWR	BMW X2 or equivalent	Petrol	Manual
	4M	Medium	IFWD	Land Rover Discovery or equivalent	Diesel	Manual
Battery Electric Vehicles	BEVB	Economy BEV	EDAE	Nissan Leaf, Renault Zoe, Corsa E	Electric	Automatic
	BEVC	Compact BEV	CDAE	MG4, Volkswagen e- Golf, BMW i3	Electric	Automatic

Manual Cars	A	Mini	MCMR	Peugeot 107 or equivalent	Petrol	Manual
	F	Fullsize	FDMR	BMW 3 Series, Skoda Superb or equivalent	Petrol	Manual
	G	Premium	PDMR	BMW 5 Series or equivalent	Petrol	Manual
	K	Fullsize	FDAR	BMW 3 Series, Skoda Superb or equivalent	Petrol	Automatic
	L	Premium	PDAR	Mercedes C- class, BMW M340 or equivalent	Petrol	Automatic

	M	Luxury	LDAR	Audi A8, Mercedes E- class	Petrol	Automatic
Estate	P	Intermediate	IWMR	VW Passat, Audi A4, Skoda Octavia or equivalent	Petrol	Manual
	Q	Compact (Auto)	CWAR	Peugeot 308 Estate, Ford Focus Estate or equivalent	Petrol	Automatic
	R	Intermediate (Auto)	IWAR	VW Passat, Audi A4, Skoda Octavia or equivalent	Petrol	Automatic
MPV	S	Small - 7 Seat	IVMR	VW Touran, Renault Scenic or equivalent	Petrol	Manual
SUV	U	Compact SUV	CFMR	Mazda CX-5, Peugeot 2008, SEAT Ateca	Petrol	Manual
	V	Intermediate SUV	IFMR	Nissan X-Trail, Jeep Compass, Kia Sportage	Petrol	Manual
	W	Premium SUV	PFMR	Audi Q5, BMW X5, Volvo XC90	Petrol	Manual
4x4s	4L	Large	FFND	Land Rover Range Rover or equivalent	Diesel	Manual
Light Commercial Vehicles	CDV2	Car Derived Van	CKMR	Citroen Berlingo, Peugeot Partner, Vauxhall Astravan or equivalent	Diesel	Manual
	V1	Small Panel Van	SKMR	Vauxhall Combo, Ford	Diesel	Manual

				Connect or equivalent		
	V2	Medium Panel Van	IKMR	Ford Custom 280 SWB, Volkswagen Transporter, Vauxhall Vivaro or equivalent	Diesel	Manual
	V3	Large Panel Van	FKMR	Ford Transit 350 LWB, Volkswagen LT35, Vauxhall Movano or equivalent	Diesel	Manual
	V4	4 Metre Vans	FKMR	Iveco Daily, VW Crafter, Mercedes Sprinter or equivalent	Diesel	Manual
	V6	Luton Box Van with Tail Lift	PKMR	Ford Transit Luton Tail Lift or equivalent	Diesel	Manual
4x4 Utility* With ability to tow up to 3.5T	44M	Medium	IFND	Land Rover Defender 90 or equivalent	Diesel	Manual
	44L	Large	FFND	Land Rover Defender 110 utility or equivalent	Diesel	Manual
	44S	4x4 Pickup	FPAR	Ford Ranger , Toyota Hylux or equivalent	Diesel	Automatic
	44LC*	Station wagon 4 x4	FFNX	Land Rover Defender 110 Station/wag or equivalent	Diesel	Manual

	44LC*	4 x4 Double Cab Pickup	FQAR	Ford F150 , Landrover 130, Mitsubishi L200, Ford Ranger, Toyota Hylux or equivalent	Diesel	Automatic
Minibuses	M1	9 Seater Minibus	IVAN	Renault Traffic,Vauxhall Vivaro, Citroen Dispatch or equivalent	Diesel	Automatic
	M2	15 Seater Minibus	FVAN	Ford Transit Minibus (15 seater) or equivalent	Diesel	Automatic
	M3	17 Seater Minibus	PVAN	Ford Transit Minibus (17 seater) or equivalent	Diesel	Automatic
Battery Electric Vehicles	BEVA	Mini BEV	MCAE	Smart Fourtwo, MINI Electric, Volkswagen e-Up!	Electric	Automatic
	BEVD	Intermediate BEV	IDAE	MG5, Polestar 2	Electric	Automatic
	BEVE	Premium BEV	PDAE	Tesla Model S, BMW i4, Mercedes EQE	Electric	Automatic
	BEVF	Compact SUV BEV	CFAE	Hyundai Kona, MGZS, Volkswagen ID.4	Electric	Automatic
	BEVG	Intermediate SUV BEV	IFAE	Skoda Enyaq iV, Peugeot e-2008	Electric	Automatic

	BEVH	Premium Electric SUV BEV	PFAE	Mercedes EQB, Audi e-tron, BMW iX	Electric	Automatic
	BEVI	Small Panel Van - BEV	IKAE	Vauxhall Combo, Ford Connect or equivalent	Electric	Automatic
	BEVJ	Medium Panel Van - BEV	SKAE	Ford Transit 280 SWB, Volkswagen Transporter or equivalent	Electric	Automatic
	BEVK	Large Panel Van - BEV	FKAE	Ford Transit 350 LWB, Volkswagen LT35 or equivalent	Electric	Automatic
Plug In Hybrids	PHEVA	Mini PHEV	MCAI	Smart Fourtwo, MINI Electric, Volkswagen e-Up!	Hybrid	Automatic
	PHEVB	Economy PHEV	EDAI	Nissan Leaf, Renault Zoe, Corsa E	Hybrid	Automatic
	PHEVC	Compact PHEV	CDAI	Hyundai Ioniq, Toyota Prius	Hybrid	Automatic
	PHEVD	Intermediate PHEV	IDAI	Volkswagen Passat PHEV or equivalent	Hybrid	Automatic
	PHEVE	Premium PHEV	PDAI	BMW 5 Series, Mercedes C-Class PHEV or equivalent	Hybrid	Automatic
	PHEVF	Compact SUV PHEV	CFAI	Ford Puma, Nissan Juke	Hybrid	Automatic
	PHEVG	Intermediate SUV PHEV	IFAI	Kia Sportage, Ford Kuga	Hybrid	Automatic

	PHEVH	Standard SUV PHEV	SFAI	Toyota RAV4, Peugeot 3008 Hybrid, Kia Sorento	Hybrid	Automatic
	PHEVI	Small Panel Van - PHEV	IKAI	Vauxhall Combo, Ford Connect or equivalent	Hybrid	Automatic
	PHEVJ	Medium Panel Van - PHEV	SKAI	Ford Transit 280 SWB, Volkswagen Transporter or equivalent	Hybrid	Automatic
	PHEVK	Large Panel Van - PHEV	FKAI	Ford Transit 350 LWB, Volkswagen LT35 or equivalent	Hybrid	Automatic
Self Charging Hybrids	SCA	Mini Self Charge	MCAI	Fiat 500	Hybrid	Automatic
	SCB	Economy Self Charge	EDAI	Toyota Yaris, Renault Clio, Mazda 2	Hybrid	Automatic
	SCC	Compact Self Charge	CDAI	Toyota Corolla,	Hybrid	Automatic
	SCD	Estate Self Charge	IWAI	Toyota Corolla Touring Sport, Suzuki Swace	Hybrid	Automatic
	SCE	Premium Self Charge	PDAI	Lexus ES, Mercedes C-Class, BMW 5 Series	Hybrid	Automatic
	SCF	Compact SUV Self Charge	CFAI	Nissan Juke, Hyundai Kona	Hybrid	Automatic
	SCG	Intermediate SUV Self Charge	IFAI	Hyundai Tucson, Kia Sorento,	Hybrid	Automatic

				Toyota Highlander		
	SCH	Premium SUV Self Charge	PFAI	Lexus UX, BMW X3	Hybrid	Automatic
	SCI	Small Panel Van - Self Charge	IKAI	Toyota Corolla Commercial	Hybrid	Automatic
	SCJ	Medium Panel Van - Self Charge	SKAI	Ford Transit 280 SWB, Volkswagen Transporter or equivalent	Hybrid	Automatic
	SCK	Large Panel Van - Self Charge	FKAI	Ford Transit 350 LWB, Volkswagen LT35 or equivalent	Hybrid	Automatic
Buggies	BUG1	2 seat golf buggy with bag carriers	GB2P	CLUBCAR TEMPO	Petrol	Automatic
	BUG2	2 seat golf buggy with bag carriers	GB2E	CLUBCAR TEMPO (Electric)	Electric	Automatic
	BUG3	2 seat utility buggy with rear storage area	GBUP	CLUBCAR CARRYALL	Petrol	Automatic
	BUG4	2 seat utility buggy with rear storage area	GBUE	CLUBCAR CARRYALL	Electric	Automatic
	BUG5	2 seat utility buggy with extended rear storage	GBLP	CLUBCAR CARRYALL	Petrol	Automatic

	BUG6	2 seat utility buggy with extended rear storage	GBLE	CLUBCAR CARRYALL	Electric	Automatic
	BUG7	4 seat buggy	GB4P	CLUBCAR TEMPO	Petrol	Automatic
	BUG8	4 seat buggy	GB4E	CLUBCAR TEMPO	Electric	Automatic
	BUG9	6 seat buggy	GB6P	CLUBCAR VILLAGER	Petrol	Automatic
	BUG10	6 seat buggy	GB6E	CLUBCAR VILLAGER	Electric	Automatic
	BUG11	8 seat buggy	GB08	CUSHMAN SHUTTLE	Petrol	Automatic
	BUG12	Ambulance	GB09	EZGO AMBULANCE	Petrol	Automatic
	BUG13	Ambulance	GB09	EZGO AMBULANCE (Electric)	Electric	Automatic
	BUG14	Wheelchair	GBWC	CUSHMAN SHUTTLE	Petrol	Automatic
	BUG15	Wheelchair	GBWC	CUSHMAN SHUTTLE	Electric	Automatic
	BUG16	2 seat 4x4 UTV Mule/Gator	GB42	JOHN DEERE GATOR	Diesel	Automatic
	BUG17	4 seat 4x4 UTV Mule/Gator	GB44	KAWASAKI MULE	Diesel	Automatic
	BUG18	6 seat 4x4 UTV	GB44L	JOHN DEERE GATOR	Diesel	Automatic
	BUG19	Garia City EC Full cab, 2 seat, on Road	GBGE	GARIA	Electric	Automatic

		Electric "last mile"				
	BUG20	Hisun Electric 2 seat UTV	GB43	HISUN VECTOR	Electric	Automatic
	BUG21	7x4 ft single axle low sided trailer	GB01	BATESON 520	N/A	N/A
	BUG22	7x4 ft single axle caged sided trailer	GB02	BATESON 520	N/A	N/A
Additional	BB	Economy 5 door	EDMR	Vauxhall Corsa, Ford Fiesta (5 Door)	Petrol	Manual
	BAA	Economy Auto 5 door	EDAR	Vauxhall Corsa, Ford Fiesta (5 Door) Auto	Petrol	Automatic
	TA	Large MPV - 7 Seat Auto	FVAR	Ford Galaxy, VW Sharan Auto	Petrol	Automatic
	VA	Intermediate SUV Auto	IFAR	Nissan Qashqai, Vauxhall Grandland X Auto	Petrol	Automatic
	VB	Full Size SUV Auto	FFAR	Land Rover Discovery, Volvo XC60, Jaguar F-Pace Auto or equivalent	Petrol	Automatic
	CA	Compact Elite	DCMR	Mercedes A Class, Audi A3	Petrol	Manual

	HA	Compact Elite Auto	DCAR	Mercedes A Class, Audi A3 Auto	Petrol	Automatic
	ESTA	Standard Estate	SWMR	Vauxhall Insignia, VW Passat Estate	Petrol	Manual
	ESTB	Standard Estate Auto	SWAR	Vauxhall Insignia, VW Passat Estate Auto	Petrol	Automatic
	SA	Small MPV - 7 Seat Auto	IVAR	Ford S-Max, VW Touran Auto	Petrol	Automatic
	UA	Compact SUV Auto	CFAR	Mazda CX-5, Peugeot 2008, SEAT Ateca Auto	Petrol	Automatic
	VA	Standard SUV Auto	SFAR	Nissan X-Trail, Jeep Compass, Kia Sportage Auto	Petrol	Automatic

Car Share

Vehicle Type	CCS Vehicle Group	Vehicle Category	SIPP Code	Example Vehicle	Fuel Type	Transmission
Petrol and Diesel Vehicles	<u>A</u>	Mini	MCMR	Peugeot 107 or equivalent	Petrol	Manual
	<u>B</u>	Economy	ECMR	Opel/Vauxhall Corsa, Ford Fiesta 2-4 door or equivalent	Petrol	Manual

	<u>C</u>	Compact	CDMR	Citroen C4, Audi A1, VW Golf, Ford Focus, Ford Puma, Ford Fiesta (5 door) or equivalent	Petrol	Manual
	<u>D</u>	Intermediate	IDMR	VW Passat, Ford Focus, Skoda Octavia or equivalent	Petrol	Manual
	<u>V1</u>	Small Panel Van	SKMR	Vauxhall Combo, Ford Connect or equivalent	Diesel	Manual
	<u>V2</u>	Medium Panel Van	IKMR	Ford Transit 280 SWB, Volkswagen Transporter or equivalent	Diesel	Manual
	<u>V3</u>	Large Panel Van	FKMR	Ford Transit 350 LWB, Volkswagen LT35 or equivalent	Diesel	Manual
Self Charging Hybrids	<u>SCA</u>	Self Charging Hybrid - Mini	MCAI	Fiat 500	Self Charging Hybrids	Automatic

	<u>SCB</u>	Self Charging Hybrid - Economy	EDAI	Toyota Yaris, Renault Clio, Mazda 2	Self Charging Hybrids	Automatic
	<u>SCC</u>	Self Charging Hybrid - Compact	CDAI	Toyota Corolla,	Self Charging Hybrids	Automatic
	<u>SCD</u>	Self Charging Hybrid - Intermediate	IDAI	Toyota Corolla Touring Sport, Suzuki Swace	Self Charging Hybrids	Automatic
Plug in Hybrids - PHEV	<u>PHEVA</u>	Plug In Hybrid - Mini	MCAI	Smart Fourtwo, MINI Electric, Volkswagen e-Up!	PHEV	Automatic
	<u>PHEVB</u>	Plug In Hybrid - Economy	EDAI	Nissan Leaf, Renault Zoe, Corsa E	PHEV	Automatic
	<u>PHEVC</u>	Plug In Hybrid - Compact	CDAI	Hyundai Ioniq, Toyota Prius	PHEV	Automatic
	<u>PHEVD</u>	Plug In Hybrid - Intermediate	IDAI	MG5, Polestar 2	PHEV	Automatic
Battery Electric Vehicles - BEV	<u>BEVA</u>	BEV - Mini	MCAE	Smart Fourtwo, MINI Electric, Volkswagen e-Up!	Electric	Automatic
	<u>BEVB</u>	BEV - Economy	EDAE	Nissan Leaf, Renault Zoe, Corsa E	Electric	Automatic
	<u>BEVC</u>	BEV - Compact	CDAE	MG4, Volkswagen e-Golf, BMW i3	Electric	Automatic

<u>BEVD</u>	BEV - Intermediate	IDAE	MG5, Polestar 2	Electric	Automatic
<u>BEVE</u>	Small Panel Van - BEV	IKAE	Vauxhall Combo, Ford Connect or equivalent	Electric	Automatic
<u>BEVF</u>	Medium Panel Van BEV	SKAE	Ford Transit Custom 280 SWB, Volkswagen Transporter or equivalent	Electric	Automatic
<u>BEVG</u>	Large Panel Van	FKAE	Ford Transit 350 LWB, Volkswagen LT35 or equivalent	Electric	Automatic

RM6265 Call-Off Schedule 24 (Car Share Hire Terms)

This document shall be applied to Car Share in Lot 5 and Car Share where applicable in Lot 1.

Contents:

1. Introduction
2. Definitions
3. Exclusion of certain Core Terms
4. Hires
5. Hiring Vehicles
6. Minimum Age of Vehicles
7. Hours of Service
8. Booking arrangements for Hires
9. Delivery
10. Collection
11. Fuels
12. Title, Possession and Risk
13. Documentation
14. Fines and Penalties
15. Taking Vehicles Overseas
16. Limits of Use
17. Breakdown, Roadside Assistance and Damage
18. Maintenance
19. Insurance
20. Payment and Invoicing
21. Termination of a Hire
22. Consequences of Termination

Annex A - Hire Template

1. Introduction

1.1 The Buyer has decided to hire Vehicles under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and has stated its requirement using Framework Schedule 6 - Order Form Template, specified Joint Schedules and Call-Off Schedules, this Call-Off Schedule 24 (Car Share Hire Terms) including Annex A - Hire Template and the Core Terms.

1.2 The Buyer's attention is drawn to clauses 9, 10, 11, 12, 14, 15, 16 and 17 of this Schedule which it may wish to bring to the attention of drivers of Vehicles in order to avoid breaches of the Hire terms. The remaining clauses primarily address the Call-Off Contract level relationship and formation of Hires incorporating the terms set out in clause 1.1.

2. Definitions

2.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Access Cards" is an individual card or digital solution, for example via an App, that allows a driver access to Car Share Vehicles, whether Buyer or Supplier owned;

"Actual Delivery Time" the time and date on which a Vehicle is delivered to the Buyer;

"Actual Return Time" the time and date on which a Vehicle is actually returned to, or collected by the Supplier;

"Additional Charges" the amounts so specified in Call-Off Schedule 5 (Pricing Details) or a Hire relating to all items except Rental Charges and Insurance Charges;

"Breakdown Assistance Provider" any third party which the Supplier uses, to provide breakdown and roadside assistance services to the Buyer whether in the UK or overseas;

"Buyer's Hire Policy" a document that outlines the guidelines, rules and behaviours relating to the use of hired vehicles by employees of the Buyer;

“Car Share”	the provision of vehicle hire for which Buyers use a booking system with the capability to reserve Vehicles for hourly periods rather than a whole day or longer. This includes Car Share Dedicated Vehicles, Car Share Mixed Use Vehicles and Car Share Publicly Accessible Vehicles;
“Car Share Dedicated Vehicles”	Car Share Vehicles kept at the Buyer’s location which are for exclusive use by the Buyer or, if requested by the Buyer, shared with other organisations which are in close proximity to the Buyer’s location;
“Car Share Mixed Use Vehicles”	Car Share Vehicles which are for the Buyer's exclusive use during an agreed period during working hours. Outside of the agreed period, the Supplier may make the Vehicles available to the general public;
“Car Share Publicly Accessible Vehicles”	Car Share Vehicles available through the Supplier’s Car Share network which are not solely reserved for a single Buyer but can be hired by anyone with Car Share membership. Vehicles can be rented by the hour and rental durations are capped at a single whole day rate;
“Car Share Technology Only”	the provision of standalone Equipment offered by the Supplier to allow the Buyer’s own fleet vehicles, whether owned outright or leased, to be reserved through the Supplier’s online booking system and facilitate the reporting of Management Information on the use of these vehicles where the Buyer is its own insurer;
“Crown Indemnity”	the waiver by the Supplier of the Buyer's liability for theft, loss or damage to the Equipment, subject to the excess stated in Call-Off Schedule 5 (Pricing Details);
“Collision Damage Waiver”	daily rental of Vehicles under a Call-Off Contract excluding any Car Share Vehicles;
“Daily Rental”	

“Delivery location”	the location or place for delivery specified in the Hire;
“Due Delivery Time”	the time and date for delivery specified in the Hire;
“Due Return Time”	the time and date so specified in the Hire for return or collection;
“Equipment”	those devices, machines, tools, technology including Car Share Technology Only set out in Framework Schedule 1 - Specification or as described in the Call-Off Contract;
“Fuel Cards”	means credit cards or prepayment cards that can only be used for purchasing fuel;
“Hire”	an agreement specifying the Vehicles and Equipment that the Buyer will hire from the Supplier under the Call-Off Contract when needed which the Buyer will detail using the online booking system or an equivalent form as agreed by the Parties from time to time;
“Hire Period”	in relation to a Vehicle, the period commencing at the Actual Delivery Time for that Vehicle and ending at the Actual Return Time for that Vehicle unless extended or terminated early in accordance with this Call-Off Contract;
“Insurance Charges”	the amounts so specified in Call-Off Schedule 5 (Pricing Details) or a Hire relating to insurance;
“Net Book Value”	the value of a Vehicle from time to time being its purchase price (excluding any applicable Road Fund Licence) less an amount equal to the depreciation of the Vehicle, calculated on a straight-line basis, at the time a valuation is made;;
“Out of Hours”	means hours outside of 08.00-18.00 Monday to Friday, 09.00 to 12.00 Saturday and Bank Holidays in the UK;
“Rental Charges”	the amount specified in the Call-Off Contract to be paid by the Buyer to the Supplier for hire of a Vehicle(s);
“Settlement Sum”	for any Vehicle, the aggregate of:

- a) any Charges due but unpaid up to the date of termination; and
- b) the Total Loss value; and
- c) any difference between the Total Loss value and the present worth of the asset, represented by the Net Book Value as calculated by the Supplier

less

any monies actually received and retained by the Supplier as payment from the Buyer or Buyer's insurers for the Total Loss

"Total Loss"

any event which, in the opinion of the insurers of the Vehicle renders the Vehicle incapable of economic repair if it is lost, stolen, damaged or destroyed;

"Vehicle"

means those vehicles as described in the Hire;

"Vehicle Booking"

the individual period of use of the Vehicle by a driver during the Hire Period.

"Vehicle Damage Assessment Report"

means a report estimating Vehicle damage resulting from accidents or similar incident circumstances produced by an ATA (Automotive Technician Accreditation) registered source;

"Vehicle Inspection Form"

is the form either paper or electronic copy that shall be provided by the Supplier with the Vehicle at the commencement of the Hire Period which details information on the condition of the Vehicle, the mileage and level of fuel.

3 Exclusion of certain Core Terms

3.1 When the Parties have entered into a Call-Off Contract which incorporates the Call-Off Schedule 24 - Car Share Hire Terms, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):

3.1.1 **Clause 3.1.2 does not apply to the Call-Off Contract;**

3.1.2 **Clause 3.2 does not apply to the Call-Off Contract;**

3.1.3 **Clause 8.7 does not apply to the Call-Off Contract;**

4 Hires

4.1 Each Hire is subject to, and incorporates these Call-Off Schedule 24 - Car Share Hire Terms, so that no other terms and conditions under any quotation, confirmation of order, delivery note, invoice or similar document are part of the Hire.

4.2 The Parties agree that any other terms and conditions (whether or not inconsistent with the terms of the Call-Off Contract) contained or referred to in any correspondence or any documentation submitted by the Supplier which is not part of the Framework Contract or which are elsewhere implied by custom, practice or course of dealing do not apply.

4.3 The Supplier must send a confirmation of the Hire to the Buyer by electronic means (or by any other method as the Parties may agree from time to time) to the Customer within 2 hours, and the confirmation will confirm the Hire details including:

4.3.1 a description of the Vehicle(s) ordered and agreed cost;

4.3.2 details of any additional extras ordered;

4.3.3 the delivery and collection details.

4.4 The Supplier warrants that the Vehicle conforms to the Hire, is of satisfactory quality and fit for any purpose held out by the Supplier.

4.5 If requested by the Buyer, the Supplier shall provide a designated administration account with access to view Hire and account activity.

- 4.6 Each Hire survives the expiration or termination of both the Call-Off Contract and Framework Contract.
- 4.7 The Supplier shall not refuse to accept any Hires for Car Shares except in respect of Publicly Accessible Vehicles where it is recognised that availability is affected by the demand of other users.

5 Hiring Vehicles

- 5.1 In consideration of the payment of the Rental Charges, Additional Charges and Insurance Charges, the Supplier will supply the Vehicle to the Buyer in accordance with the Call-Off Contract and the requirements notified to the Supplier in the Hire.
- 5.2 The Supplier shall advise the Buyer on the selection and specification of the Vehicle to ensure that the Vehicle is suitable for the requirements of the Buyer.
- 5.3 Car Share membership and Access Cards for drivers are to be provided free of charge.
- 5.4 The Supplier shall agree with the Buyer a process for the registration and management of a driver's membership (e.g. new employees, memberships cancellations etc.) in the Call-Off Contract. No employee will become a member of a car share network until such time as the Supplier accepts the employee's registration.
- 5.5 All memberships will continue until the Call-Off Contract is terminated, unless otherwise agreed between the Supplier and the Buyer. The Buyer shall notify the Supplier in the event that a member ceases to be an employee of the Buyer at which point that member's membership shall be terminated.
- 5.6 The Supplier shall not restrict the use of a driver unless agreed with the Buyer due to the driver's conduct contravening the terms of insurance and/or the Call-off Contract.
- 5.7 The Supplier shall provide Management Information reports which include information such as utilisation details; trip data by driver and Vehicle, cost centre and department. Management Information fields shall be set out in the Call-Off Contract.
- 5.8 For Car Share Publicly Accessible Vehicles, the Supplier shall charge Buyers Rental Charges by 15 minute increments prorated at the hourly rate.
- 5.9 For Car Share Publicly Accessible Vehicles, Car Share Dedicated Vehicles and Car Share Mixed Use Vehicles the Rental Charge excludes insurance, fuel/mileage and congestion charge notwithstanding 5.10 below.
- 5.10 For Car Share Publicly Accessible Vehicles, Transport for London congestion charges are included in London rates where the hire starts inside the congestion charge zone as shown in Call-Off Schedule 5 - Pricing Details. Where a Vehicle starts its journey outside the congestion charge zone, the Buyer is responsible for paying the charge should it enter the congestion charge zone.

- 5.11 Suppliers may specify a maximum mileage per booking at Call-Off Contract level and apply an additional charge if the Buyer exceeds it.
- 5.12 The Supplier shall not charge the Buyer or the driver any charge except for the Rental Charges, Additional Charges and Insurance Charges specified in Call-Off Schedule 5 - Pricing Details.
- 5.13 Unless otherwise agreed, for Car Share Dedicated Vehicles the Buyer shall provide a designated parking space for each Vehicle free of charge. Parking spaces must have adequate mobile phone signal and shall be easily accessible and clearly visible at the location specified in the Call-Off Contract. The respective parking space may only be used by the Vehicle assigned to it.
- 5.14 For Car Share Dedicated Vehicles, unless otherwise agreed, the Buyer will bring the Vehicle back to its designated parking space at the end of the Hire Period and in the same condition as it was at the beginning of the Hire Period.
- 5.15 For Car Share Dedicated Vehicles, the Supplier shall be entitled at its sole discretion to replace any Vehicle provided to the Buyer at any time with another Vehicle within the same Vehicle group upon giving the Buyer not less than 7 calendar days' prior written notice.
- 5.16 For Car Share Technology Only, the Supplier shall:
- 5.16.1 install Equipment to make the Buyer's own vehicles available to book alongside the Supplier's Car Share Vehicles via the Supplier's Car Share online booking system and enable all Car Share features such as keyless Vehicle entry and Vehicle and trip data capture for Management Information. The installation of the Car Share Technology Only Equipment cost will be priced at Call-Off Schedule 5 - Pricing Details.
 - 5.16.2 for the Buyer's own vehicles where Equipment has been installed, provide a full membership service to the Buyer identical to the Supplier's Car Share Vehicles as part of monthly management information and continue to enable all Car Share features. The Buyer shall pay a monthly Charge per Vehicle for these ongoing Deliverables as shown in Call-Off Schedule 5 - Pricing Details;
 - 5.16.3 ensure that the Equipment shall not cause any damage to the Buyer's own vehicles either on installation or removal; and
 - 5.16.4 if agreed with the Buyer, at no extra cost, offer monitoring of the Buyer's own vehicles to include low battery, telephoning the relevant driver in the event of a late return and liaising with any driver with a subsequent reservation affected by the aforementioned late return of a Buyer's own vehicle.

5.17 For Car Share Technology Only, the Buyer will inform the Supplier if its own vehicle is to be made unavailable for bookings by drivers.

5.18 For monthly pricing in Car Share Dedicated Vehicles and Car Share Mixed Use the Supplier shall consider one month to be equivalent to 28 days only and not a full calendar month. As such there would be thirteen payment periods in a year.

6 Minimum Age of Vehicles

6.1 From the commencement of the Hire Period, and unless otherwise agreed with the Buyer in the Call-Off Contract, the following Vehicle age limits shall apply:

6.2 All cars supplied shall be less than 3 years old from the date of first registration.

6.3 All vans supplied shall be less than 5 years old from the date of first registration

6.4 All minibuses supplied shall be less than 4 years old from the date of registration.

7 Hours of Service

7.1 The Supplier shall ensure that its operating hours in relation to the provision of the Deliverables in the UK shall be within the hours of 08:00 to 18:00 Monday to Friday and 09:00 to 12:00 Saturday excluding Bank Holidays.

7.2 The Supplier shall provide an Out of Hours emergency contact number chargeable at a local rate in the event of the Buyer requiring breakdown or roadside assistance.

8 Booking arrangements for Hires

8.1 The Supplier shall allow the Buyer to book Hires through a secure online booking system and an application.

8.2 The Supplier online booking system shall as a minimum have the facility to collect information about multiple drivers.

8.3 The Supplier shall, where required, provide training in the use of the online booking system.

8.4 The Supplier shall provide the Buyer with a single unique reference number at the time the Hire is booked. This shall be used in all correspondence relating to the Vehicle, including invoicing, Management Information and Data reports delivered to the Buyer as set out in Call-Off Schedule 1 - Transparency Reports.

- 8.5 If the Supplier becomes aware that a booked Vehicle will not be in its agreed location at the start of a Hire Period, the Supplier shall endeavour to provide an alternative Vehicle.
- 8.6 If an upgrade to a different Vehicle group is provided the Rental Charge applicable to the Vehicle group originally booked by the Buyer shall apply.
- 8.7 If an upgrade to a different Vehicle group is not available and a Vehicle from a lower group is provided, the Rental Charge from the lower group shall apply.
- 8.8 The Supplier shall not unreasonably refuse to accept any Hires.
- 8.9 Where requested by the Buyer before the Call-Off Contract commences, the Supplier shall use the Buyer's or a third party's online booking system. The Supplier shall provide electronic access to receive Hire from the Buyer or third party (subject to entering into a code of connection agreement which shall be subject to a separate charge to be agreed with the Buyer before the Call-Off Contract commences).

9 Delivery

- 9.1 For Car Share Dedicated Vehicles and Car Share Mixed Use Vehicles, the Supplier shall supply the Vehicle to the Delivery Place at or before the Due Delivery Time. The Supplier shall provide the Buyer with all relevant information to allow the Buyer to become familiar with the Vehicle's operation including the type of fuel used.
- 9.2 The Supplier shall be entitled to an abortive delivery charge which shall not exceed one day's Rental Charge where delivery is attempted when a Buyer has neglected to cancel a Hire which includes delivery.
- 9.3 If specialist Equipment is provided with the Vehicle, the Supplier must provide the Buyer with the appropriate familiarisation awareness training necessary to safely, legally and effectively operate the Vehicle.
- 9.4 Prior to the start of the Hire Period the driver shall inspect the Vehicle and inform the Supplier of any damage or defects.
- 9.5 The Buyer can at its sole discretion reject a Vehicle which is not as described in the Hire and/or in respect of which the Vehicle Inspection Form does not include the required information. Where the Buyer rejects a Vehicle the Supplier shall provide a suitable replacement within a timescale to be agreed with the Buyer. Where there is minor damage to the vehicle which has not been noted on the Vehicle Inspection Form, and the Buyer considers the Vehicle fit to drive, it must first inform the Supplier of the damage and obtain approval before driving the Vehicle.

9.6 In the event that a Hire needs to be cancelled on Publicly Accessible Vehicles, the Buyer shall notify the Supplier, at least 5 hours over a working day prior to the commencement of the Hire Period unless otherwise agreed. If the Buyer fails to do so the Supplier may charge a cancellation cost as shown in Call-Off Schedule 5 - Pricing Details.

9.7 The Supplier shall notify the Buyer at the time of cancellation of any Charge that shall be incurred.

10 Collection and Return

10.1 For Car Share Dedicated Vehicles and Car Share Mixed Use Vehicles at the end of the Hire Period, the Supplier shall immediately complete a Vehicle Inspection Form.

10.2 For Car Share Dedicated Vehicles and Car Share Mixed Use Vehicles at the end of the Hire Period, the Supplier shall collect the Vehicle after the Due Return Time unless otherwise agreed with the Buyer.

10.3 The Supplier shall be entitled to an abortive collection charge which shall not exceed one day's Rental Charge where a Vehicle is not available for collection following a waiting time of 29 minutes.

10.4 As listed within Call-Off Schedule 5 - Pricing Details, the following late return Charges shall apply:

10.4.1 for Car Share Mixed Use Vehicles the penalty for a late return by a Buyer's driver after the end of the agreed period of exclusive use each day;

10.4.2 for Car Share Publicly Accessible Vehicles the penalty for late return after the end of any Hire Period and;

10.4.3 the payment to be made by the Supplier to the Buyer for non-availability of Vehicles due to non-return by third parties.

In relation to 10.4.1 and 10.4.2, Additional Charges shall continue to be incurred every hour as well as the standard Rental Charges following the Due Return Time until the Vehicle is returned by the Buyer or collected by the Supplier.

- 10.5 At the end of the agreed period for the handover to public usage in Car Share Mixed Use Vehicles and for Car Share Publicly Accessible Vehicles, the Supplier may allow the Buyer to return the Vehicle to an agreed location different from their collection place with prior notification from time to time.
- 10.6 The driver shall remove all personal possessions from the Vehicle at the end of a Hire Period. The Supplier does not accept any responsibility for any possessions that are left in a Vehicle.
- 10.7 For Car Share Technology Only, upon request by the Buyer or following termination or expiry of the Call-Off Contract, and unless otherwise agreed, the Equipment will be removed by the Supplier authorised personnel within one week.
- 10.8 The Buyer shall use all reasonable endeavours to ensure Buyer's vehicles are available to have Equipment removed during the one week period referred to in 10.7.

11 Fuels

- 11.1 The Supplier shall provide the option of Fuel Cards or other refuelling methods for Car Share Vehicles. Where Fuel Cards are used, the Supplier shall provide a detailed report on the use of the Fuel Cards each Month. The Supplier may charge the Buyer a set mileage rate per mile depending on the fuel train of the Vehicle instead of charging for fuel where agreed with the Buyer.
- 11.2 If the Supplier charges for fuel not mileage, it shall charge refuelling for petrol and diesel in line with a published weekly/monthly fuel price index to be agreed at Call-Off Contract, plus the Supplier's additional pence per litre refuelling charge. Such indices include UK government (www.gov.uk/government/collections/energy-price-statistics), Allstar/Fleet News (<https://www.allstarcard.co.uk/tools/uk-fuel-prices/>), AA (<https://www.theaa.com/driving-advice/driving-costs/fuel-prices>). The Supplier shall charge electric recharging in line with the cost per kWh as defined in a suitable index or as agreed in the Call-Off Contract.
- 11.3 The Supplier shall be entitled to charge the Buyer an Additional Charge for Car Share Publicly Accessible Vehicles returned with less than a quarter tank of fuel and for electric Vehicles not correctly plugged in to their charge points.
- 11.4 For Car Share Publicly Accessible electric Vehicles no charging cost shall apply to the Buyer. The Supplier shall provide in the Vehicle an RFID charge card to operate the charge post allocated to the Vehicle, instructions on how to plug-in and charge the Vehicle and the necessary cable.
- 11.5 If clear identification of the type of fuel is not shown at the filling point, the Buyer shall not be liable if the Vehicle is re-fuelled with the wrong fuel type. Where the Buyer incorrectly refuels the Vehicle and informs the Supplier, the Supplier shall arrange for the Vehicle to be repaired.

12 **Title, Possession and Risk**

- 12.1 The Vehicle is the property of the Supplier at all times and the Buyer will not have any right, title or interest in or to the Vehicle apart from the right to possess and use the Vehicle in accordance with the Call-Off Contract.
- 12.2 Subject to clause 12.7 the Supplier's liability for loss or damage to the Vehicle ceases at the Actual Delivery Time.
- 12.3 For Car Share Dedicated Vehicles, the Supplier's liability for loss or damage to the Vehicle shall, unless a different time is agreed in the Call-Off Contract, commence again at the earlier of:
- 12.3.1 the Actual Return Time, or;
 - 12.3.2 six (6) hours over a Working Day after the Due Return Time;
- 12.3.3 Notwithstanding clauses 12.3.1 or 12.3.2 If the Buyer fails to return the Vehicle by the Due Return Time then it remains liable for loss or damage to the Vehicle until a new return time is agreed and the provisions of clauses 12.3.1 or 12.3.2 shall apply.

- 12.4 For Publicly Accessible Vehicles, the Supplier's liability for loss or damage to the Vehicle shall, unless a different time is agreed in the Call-Off Contract, commence again at the earlier of:
- 12.4.1 the commencement of the next Hire Period, or;
 - 12.4.2 the Supplier inspection of the Vehicle, notwithstanding any incidents which occur between the Buyer returning the Vehicle and either clauses 12.4.1 and 12.4.2 for which the Buyer would not be liable.
- 12.5 For Car Share Mixed Use Vehicles the Supplier's liability for loss or damage to the Vehicle shall, unless a different time is agreed in the Call-Off Contract, commence again at the end of the agreed period for exclusive use, reverting back to the Buyer at the commencement of the next agreed period for exclusive use.
- 12.6 The Hire Period for the Vehicle starts at the Due Delivery Time or the Actual Delivery Time, whichever is the later.
- 12.7 Unless the Buyer notifies non-acceptance of a Vehicle, the Buyer bears the risk of loss or damage to the Vehicle from the time the Supplier's liability ceases until the time the Supplier's liability recommences under clauses 12.3 and 12.4. The Buyer does not bear the risk of loss or damage:
- 12.7.1 caused by the negligence of the Supplier or Supplier Staff; or
 - 12.7.2 while the Supplier has possession of the Vehicle, including for any maintenance.
- 12.8 The Supplier shall give the Buyer quiet possession of the Vehicle throughout the Hire Period.
- 12.9 The Buyer shall take reasonable steps at its own expense to retain and recover possession and control of a Vehicle of which an individual driver has caused this to be compromised, for example but not limited to a vehicle being abandoned.
- 12.10 The Supplier may not own, control or maintain the land on which Publicly Accessible Vehicles are parked and, as such, is not liable for the condition of the parking spaces.
- 12.11 For Car Share Technology Only, the Equipment installed within the Buyer vehicles remains the property of the Supplier at all times.
- 12.12 For Car Share Technology Only, the Buyer shall be liable to the Supplier for any damage to or loss of the Equipment throughout the hire.

13 Documentation

13.1 At the commencement of the Call-Off Contract, the Supplier shall provide the Buyer with the Supplier's standard documentation, with all the relevant details completed, consisting of as a minimum:

13.1.1 details of the action to be taken in the event of an incident (including windscreen or tyre damage), accident or breakdown including contact details;

13.1.2 a Vehicle Inspection Form where appropriate for Car Share Dedicated Vehicles and Car Share Mixed Use Vehicles.

14 Fines and Penalties

14.1 For road traffic offences where licence endorsements apply such as speeding tickets, the Supplier shall collaborate with the Buyer to identify and inform the driver and notify the penalties clerk by providing a copy of the Hire. The penalties clerk will in turn redirect the fine to the responsible driver.

14.2 The Supplier shall provide the Buyer with full details of any penalties received within 5 working days of receipt from the relevant authorities.

14.3 The Supplier shall be liable for any additional costs arising from escalations to the original penalty or charge if they have failed to notify the Buyer within 5 working days following receipt of the penalty or charge.

14.4 Unless agreed otherwise by the Buyer, for road traffic offences where licence endorsements do not apply such as congestion charges, bus lane charges, parking tickets, the Supplier shall pay the fine on the Buyer's behalf then recharge the Buyer using applicable supporting documentation as evidence. If the fine is later successfully challenged by the Buyer, the Supplier shall pass on any refund in full to the Buyer.

14.5 The Supplier may charge the Buyer a reasonable administration fee for dealing with any penalties incurred by the Buyer.

14.6 Where the Buyer notifies the Supplier that the Vehicle shall be driven in an area subject to a congestion charge, or other automated toll charges, then the Supplier shall (where possible) provide the Buyer with advanced notification of the Vehicle registration number or if the Vehicle carries an exemption.

15 Taking Vehicles Overseas

15.1 The Buyer shall not take or allow any Vehicles to be taken out of the mainland United Kingdom.

16 Limits of Use

16.1 While a Vehicle is in its possession, the Buyer shall:

- 16.1.1 only allow use of the Vehicle for the purpose for which it is intended and not for the driver's personal use;
- 16.1.2 ensure all drivers hold a valid driver's licence;
- 16.1.3 ensure responsible and safe use of the Vehicle and adhere to any explicit Supplier recommendations or guidance given;
- 16.1.4 not allow the Vehicle to be driven in a careless or reckless manner;
- 16.1.5 keep the Vehicle in its own control and look after the Vehicle ensuring it is locked and secure all of its parts when not in use;
- 16.1.6 not do or allow anything to be done which could invalidate the insurances referred to in paragraph 19;
- 16.1.7 not allow the Vehicle to be used, or permit its use in any manner which would infringe any statutory regulation or order relating to the driving and parking of the Vehicle or so as to cause danger to the public or persons in the Vehicle or risk damage to the Vehicle;
- 16.1.8 not allow the Vehicle to be driven by any other driver who has not been first authorised by Buyer;
- 16.1.9 not allow the Vehicle to be used by anyone other than registered members working for the Buyer;
- 16.1.10 not allow the Vehicle to be used while any driver is under the influence of alcohol, narcotics, drugs, or any other substance impairing their consciousness or ability to react;

- 16.1.11 not cause injury, loss or damage to property or person for any illegal, wilful or deliberate purpose;
- 16.1.12 not allow smoking or the use of e-cigarettes in the Vehicle;
- 16.1.13 not allow the Vehicle to be driven in or on that part of any aerodrome, airfield, airport or military installation designed for the take-off, landing, taxiing or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones and hangars (unless the Supplier provides prior written consent for Buyer to do so);
- 16.1.14 not allow the Vehicle to be driven for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;
- 16.1.15 not allow the Vehicle to be used off road unless explicitly agreed with the Supplier, nor on racetracks, beaches, and test courses without the prior written consent of the Supplier;
- 16.1.16 not allow the Vehicle to be used for any form of sub-hire; or reward activities, including any form of sporting competition, unless agreed by the Supplier;
- 16.1.17 not allow the Vehicle to be used to drive through water or over any objects that the driver knew or ought to have known rise above the ground clearance of the Vehicle;
- 16.1.18 not allow the Vehicle to be driven under a barrier lower than the overhead clearance of the Vehicle;
- 16.1.19 not allow the Vehicle to be used for motor trade use;
- 16.1.20 not allow the Vehicle to be used for the transportation of explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature except as allowable under law to transport dangerous or noxious substances;
- 16.1.21 not allow the Vehicle to be used to carry any goods, materials or produce which may damage the Vehicle or render it unfit to carry any other type of merchandise, or which may be hazardous or harmful to humans or other living beings;

- 16.1.22 not allow the Vehicle to propel or tow any other vehicle or a tow truck, unless otherwise agreed with the Supplier;
- 16.1.23 not allow the Vehicle to be overloaded with more passengers than seatbelts or to transport children without the legally required car seats;
- 16.1.24 not allow the Vehicle to be overloaded or used to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that the Buyer does not own for a fee without the Supplier's written permission;
- 16.1.25 not allow any mechanical modification or other modification, alterations or additions to be made to a Vehicle, nor fit any towing equipment, other accessories or non-standard tyres without the Supplier's prior written consent. Any additions, alterations or modified parts which may be made or incorporated (whether with or without consent) shall become part of the Vehicle and shall belong to the Supplier unless otherwise agreed;
- 16.1.26 For Car Share Technology Only, the Buyer shall not permit any other party to tamper with or modify the Equipment without prior written authorisation from the Supplier;
- 16.1.27 not allow the removal or interference with any identification marks or plates affixed to a Vehicle without the prior written consent of the Supplier;
- 16.1.28 not allow the Vehicle to be defaced nor any painting, sign-writing, lettering or advertising added to or erected on the Vehicle without the prior written consent of Supplier;
- 16.1.29 make sure that only persons qualified to do so operate the Vehicle and that each operator holds any necessary permits, including a valid operator's licence or a valid driving licence where appropriate;
- 16.1.30 stop using the Vehicle as soon as possible and contact the Supplier as soon as the Buyer becomes aware of any fault with or malfunction of the Vehicle. In particular, the Buyer must take into account any warning lights that may appear on the dashboard of the Vehicle;
- 16.1.31 ensure that the tread depth of each tyre on a Vehicle is checked regularly and that the Vehicle is not used when the tread depth reaches 3mm;

- 16.1.32 not allow to exist any lien nor assign mortgage pledge or otherwise deal with the Vehicle in a manner inconsistent with the Supplier's interest in the Vehicle;
- 16.1.33 allow the Supplier or its duly authorised representative to inspect the Vehicle at all reasonable times and, to enable the Supplier to do so. Unless clause 16.1.34 applies the Buyer must allow the Supplier entry to the Delivery Place or any premises at which the Vehicle may be located, and must grant reasonable access and facilities for such inspection;
- 16.1.34 If the Vehicle is located at premises with restricted access, make arrangements with the Supplier to collect the Vehicle from an alternative location which the Supplier is authorised and able to access;
- 16.1.35 adhere to any mileage restrictions agreed with the Supplier at Call-Off Contract and otherwise mileage is assumed unrestricted;
- 16.1.36 endeavour to comply with any request during the Hire Period from the Supplier to arrange a Vehicle changeover provided it is at the Buyer's convenience; and
- 16.1.37 maintain the interior and upholstery of the Vehicle, ensuring all minor spills and accidents are cleaned up appropriately.

17 Breakdown, Roadside Assistance and Damage

17.1 For Vehicle hire in the UK, the Supplier shall provide a comprehensive service for breakdown and roadside assistance 24 hours a day 365 days per year (366 days in a leap year) at no additional cost to the Buyer, unless due to driver negligence.

17.2 Unless otherwise agreed with the Buyer in the Call-Off Contract, the Supplier shall ensure that its Breakdown Assistance Provider attends the location of breakdown and roadside assistance calls within 2 hours of the request for assistance.

17.3 The Supplier shall prioritise breakdown and roadside assistance calls from drivers in vulnerable situations.

17.4 In the event of a breakdown or any other occurrence which renders the Vehicle immobile or otherwise unfit for use, the Supplier shall:

17.4.1 endeavour to provide a replacement Vehicle of at least the same standard excluding Car Share Technology, within 2 hours of the request for assistance being made or a timeframe as agreed by the Buyer in the Call-Off Contract;

17.4.2 for Vehicles under 3.5 tonnes, ensure the driver and any passengers and cargo are taken to their requested destination

17.5 The Supplier shall refund to the Buyer the difference between the cost of the replacement Vehicle and the Vehicle replaced where the former is from a lower group. The Buyer shall not be charged for the provision of a replacement Vehicle by the Supplier, unless it is determined by the Supplier that the Buyer and/or their representative are at fault for the breakdown event arising.

17.6 The Buyer should report any damage to the Supplier as soon as reasonably practicable.

17.7 In case of an accident or if the Vehicle is lost or stolen, the Buyer shall:

17.7.1 accurately report the accident, theft or loss to the Supplier as soon as possible by any means and confirm this promptly in writing (email is sufficient) to the Supplier no later than 1 Working Days in case of a theft and in all other cases 2 Working Days, from the moment the Buyer becomes aware of the event;

17.7.2 report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing, along with the crime reference number, to the Supplier (email is sufficient);

- 17.7.3 avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;
 - 17.7.4 request the names and addresses of everyone involved, including witnesses, and provide them to the Supplier;
 - 17.7.5 promptly forward to the Supplier any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;
 - 17.7.6 cooperate with the Supplier and the Supplier's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by the Supplier in Buyer's name and defending any proceedings brought against the Buyer; and
 - 17.7.7 return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to the Supplier either directly to the Supplier staff or in Supplier's secured box at an Supplier branded location.
- 17.8 Unless otherwise agreed, the Buyer shall not repair, attempt to repair or have repaired any Vehicle (including the replacement of any tyres and windscreens). The Buyer shall be liable to the Supplier for all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses suffered or incurred by Supplier where Supplier permission has not been granted.
- 17.9 The Supplier shall notify the Buyer of any damage to the Vehicle that the Supplier has reasonable grounds for believing has occurred during the Hire Period within 5 Working Days from the end of the Hire Period.**
- 17.10 The Supplier shall include a full report of any damage to the Vehicle including photographic evidence detailing the Buyer's liability within 60 Working Days of the end of the Hire Period.
- 17.11 The Supplier shall obtain a Vehicle Damage Assessment Report when requested by the Buyer and supply a copy of the report to the Buyer.
- 17.12 Where the Buyer accepts liability for damage, the Supplier shall add any costs associated with the relevant Vehicle Damage Assessor's Report to the repair cost.
- 17.13 If the Buyer has reasonable grounds to dispute any damage, it shall submit details of the dispute to the Supplier in writing within 30 calendar days of the date of the damage notification.

- 17.14 Where any claim from a third party arises against the Supplier and the Supplier has reason to believe that the Buyer has liability for such claim, then the Supplier shall:
- 17.14.1 notify the Buyer of any such claim within 5 Working Days of the claim being received by the Supplier and provide the Buyer with full details of the claim with evidence of the Buyer's liability; and
 - 17.14.2 fully cooperate with the Buyer and insurer in responding to any such claim.
- 17.15 Where (i) a third party is responsible for any damage arising to the Vehicle, (ii) that third party has accepted full liability for that damage and (iii) the Buyer has provided to the Supplier all of the third party's details, including the third party's insurance details, where requested the Supplier must:
- 17.15.1 **not pursue the Buyer for any payment; and**
 - 17.15.2 **handle the claim, excluding any claim by the Buyer, directly through the third party's insurance or other representative;**
- 17.16 The Buyer must keep the Supplier fully informed of all material matters relating to the Vehicle.
- 17.17 Where a Vehicle is declared a Total Loss, the Buyer will continue to be liable for the Charges for the Vehicle until the Supplier receives the Settlement Sum in full. When they receive the Settlement Sum, the Supplier must reimburse the Buyer all of the Charges paid by the Buyer between the Total Loss notification date and the date of receipt of the Settlement Sum.
- 17.18 Following notification of a Total Loss, the Buyer must pay as soon as reasonably practicable to the Supplier the Settlement Sum in respect of that Vehicle on the date specified in the advice of the same sent to the Buyer.
- 17.19 Where the sum received for the Vehicle from the Buyer's insurance provider is less than the Settlement Sum, the Buyer is liable to pay to the Supplier the differential amount.
- 17.20 The Supplier may charge an administration fee to the Buyer to cover any reasonable costs incurred in the assessment of the Vehicle and the completion of any relevant documentation in relation to the Total Loss process.
- 17.21 For Car Share Technology Only, the Buyer will use its own breakdown service provider for all of its own vehicles unless otherwise agreed at Call-Off Contract.

18 Maintenance

- 18.1 The Supplier shall ensure that all repairs are in accordance with manufacturer's recommendations and warranty stipulations.
- 18.2 Where requested, the Supplier shall endeavour to offer maintenance out of hours, at Buyer premises or at another location.

- 18.3 Subject to repairs and maintenance, the Supplier must make sure that Vehicle downtime is minimised and a replacement Vehicle is provided to reduce the impact on the Buyer and/or the driver.
- 18.4 The Buyer shall make the Vehicle available to the Supplier for the purposes of carrying out scheduled maintenance.
- 18.5 The Buyer shall regularly inspect the Vehicle condition during the Hire Period including checking and maintaining correct tyre pressures and wheel nuts, inspecting the Vehicle's lights, glass bodywork and paint.
- 18.6 The Buyer shall adhere to any recommended routine Vehicle checks whilst in possession of the Vehicle.
- 18.7 Where required, the Supplier shall instruct the Buyer, providing the necessary guidance, if Vehicle maintenance and checks are required during the Hire Period. This may include regularly checking and adjusting as necessary engine oil levels, adblue, screen wash levels and coolant levels (as appropriate);
- 18.8 The Buyer shall report accurate odometer mileage readings to the Supplier if requested using an appropriate method of reporting. If the odometer of the Vehicle fails, the Buyer shall immediately deliver the Vehicle to the Buyer for repair and shall inform the Buyer of the dates upon which the odometer was not working.
- 18.9 If the odometer on any Vehicle ceases to function properly or if the manufacturer's seals on the odometer of any Vehicle is or has been interfered with, the Supplier shall be entitled to estimate the distance travelled by that Vehicle for the period for which the odometer has failed to function properly.
- 18.10 The Buyer shall ensure that the interiors of the Vehicles are in a clean condition following the end of the Hire Period and each Vehicle Booking.
- 18.11 The Supplier shall clean all Vehicles inside and out every two weeks. If requested by the Buyer, the Supplier shall clean a Vehicle outside of the two week cycle at the rate for Special Cleaning listed in Call-Off Schedule 5 - Pricing Details.

18.12 The Supplier shall implement and operate a formal vehicle recall and fault rectification procedure for all Vehicles supplied pursuant to the Call-Off Contract including where the Buyer is in possession of a Vehicle.

18.12.1 When informed by the Supplier, the Buyer shall stop using any Vehicle which is subject to an immediate manufacturer recall and make it available for collection by the Supplier. The Buyer shall not be subject to a Rental Charge during this period of a collection charge.

18.13 The Supplier is responsible for arrangement and payment for:

18.13.1 routine servicing and maintenance of the Vehicle in accordance with manufacturer's recommendations; and

18.13.2 repair and replacement of parts including but not limited to tyres, exhausts and brakes.

18.14 The Supplier indemnifies the Buyer against all reasonable Losses incurred whilst the Vehicle is unavailable for use by the Buyer due to a Default.

18.15 For Car Share Technology Only, the responsibility for maintenance and cleaning of all the Buyer's own vehicles remains with the Buyer unless agreed otherwise at Hire.

19 **Insurance**

19.1 The Supplier shall supply, upon request, the terms of its insurance cover to the Buyer where the Buyer is relying on the Supplier's insurance. The Buyer shall comply with the terms of the Supplier's insurance.

19.2 Unless otherwise stated by the Supplier's insurance, no minimum age restriction on drivers shall apply to the supply of Vehicles for hire. The Supplier shall notify the Buyer if the Supplier's insurance imposes a minimum age restriction on drivers prior to commencement of the Call-Off Contract.

19.3 The Buyer shall, unless relying on Crown Indemnity or using the Supplier's insurance:

19.3.1 insure the Vehicle from the Actual Delivery Time and keep the Vehicle insured, unless a different time is agreed in the Hire, until the earlier of:

19.3.1.1 the Actual Return Time, or;

19.3.1.2 six (6) Work Hours after the Due Return Time;

19.3.1.3 notwithstanding 19.3.1.1 and 19.3.1.2, If the Buyer fails to return the Vehicle by the Due Return Time then it shall insure the Vehicle until a new return time is agreed and from this point 19.3.1.1 or 19.3.1.2 shall apply.

19.3.2 insure the Vehicle to the full replacement value under a fully comprehensive policy of insurance in the name of the Buyer which insures against all liabilities required by the Road Traffic Act 1988 s. 145(3) and which is primary to any policy of the Supplier bearing endorsements recording the interest of the Supplier and any other persons the Supplier nominates as loss payee. The insurance policy may be subject to such uninsured amount ("Excess") as may be applicable from time to time and the Buyer shall be liable to the Supplier against any Losses up to the level of the Excess; and

19.3.3 apply all money received in respect of such insurances in the repairing of damage to or in restoring or replacing the Vehicle.

19.4 Subject to the Buyer's compliance with the Terms of this Call-Off Schedule 24 (Car Share Hire Terms) and where the Buyer requests Collision Damage Waiver and third-party liability insurance for the Hire, the Supplier shall:

19.4.1 waive the Buyer's liability for loss, damage or theft of the Vehicle, up to any excess amount indicated in the relevant rate schedule; and

19.4.2 ensure that use of the Vehicle is covered by the Supplier's insurance as required by the Road Traffic Act 1988 or any other applicable insurance legislation in force in any country in which Equipment is operated with the permission of the Supplier subject to the terms and conditions of such policy.

19.5 If relying on Crown indemnity the Buyer shall:

19.5.1 meet any liabilities arising out of the use of the Vehicle required to be insured against by the Road Traffic Act 1988 s. 145(3) regardless of any insurance policy of the Supplier which may cover the same liability; and

19.5.2 in the event of damage to, loss or theft of the Vehicle reimburse the Supplier for the cost of repair or replacement of the Equipment plus any other losses reasonably incurred by the Supplier as a result of the damage to, loss or theft of the Equipment, as per the Vehicle Damage Assessment Report.

19.6 The Supplier must update the motor insurance database (MID) or provide the appropriate data for the Buyer to manage this themselves in respect of the Vehicles at all times in order to meet the requirements of the EU Motor Insurance Directive.

19.7 For Car Share Technology Only, the Buyer will use its own insurance solution for all of its own vehicles unless otherwise agreed at Call-Off Contract.

20 Payment and Invoicing

- 20.1 The Supplier shall facilitate payment by the Buyer of the Rental Charges, Additional Charges and, where appropriate, Insurance Charges under a Call-Off Contract under any method agreed with the Buyer in the Hire.
- 20.2 The Supplier shall include as a minimum a unique order or booking reference and where requested provide additional supporting documentation in relation to the Charges applied.
- 20.3 The Supplier shall facilitate a change in the method of payment where requested to do so by the Buyer.
- 20.4 The Supplier shall not charge the Buyer any fees for the use of any payment method or for a change of payment method.
- 20.5 The Supplier shall have the ability to attribute the cost of each Hire to multiple cost centre codes for each Buyer.
- 20.6 The Supplier shall provide consolidated invoicing for all Lots where requested by the Buyer, typically on a monthly basis and comprising all Hires within the preceding period under the Call-Off Contract.

21 Termination of A Hire

21.1 Without affecting any other right or remedy available to them, the Supplier can terminate the Hire of the Vehicle by giving written notice to the Buyer if:

21.1.1 the Buyer fails to pay an undisputed invoiced sum due under a Hire within 30 calendar days of the date of the Reminder Notice;

21.1.2 there is a default of any terms in clause 16.1 of this Call-Off Schedule 24 - Car Share Hire Terms by the Buyer which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Working Days after being notified in writing to do so.

21.2 The Buyer may terminate a Hire without any Charge if the Vehicle is within its Hire Period or the Buyer complies with the cancellation terms where the Hire Period has not commenced, excluding the costs for conversions or modifications carried out on the Vehicle specifically at the Buyers request.

22 Consequences of Termination

22.1 Where the Hire of any Vehicle is terminated under the terms of the Call-Off Contract, the Supplier's consent to the Buyer's possession of the Vehicle will terminate. The Supplier can, by its authorised representatives, retake possession of the Vehicle and subject to clause 16.1.34 may enter the Delivery Place or any premises at which the Vehicle is located.

22.2 When a Hire is terminated and the Hire Period is thereby reduced from the period originally agreed, the Supplier may charge the Buyer at the rate applicable to the actual Hire Period in the Call-Off Schedule 5 - Pricing Details for any outstanding payments and may seek retrospective payment for the difference between the rate previously paid and the correct rate for all days from the commencement of the Hire Period.

Annex A

Hire Form Template

ORDER REFERENCE: [Buyer's Hire number]

DATE OF ORDER: [Date the order is placed]

THE BUYER: [Buyer's name]

THE SUPPLIER: [name of Supplier]

THE DRIVER: [Driver's name]

THE DELIVERABLES

Vehicle: [Description of Vehicles]

Quantity: [Number of items]

Additional Equipment: [Description of any additional Equipment]

Delivery Place: [the address where the Vehicle is to be delivered by]

the Supplier / picked up by Buyer]

Collection place: [the address where the Vehicle is to be collected by Supplier / returned by Buyer]

HIRE PERIOD

The Hire Period shall be the period of [] time and date from the Actual Delivery Time until the Due Return Time which is [] time and date.

PRICE AND PAYMENT

Rental Charges payable by the Buyer
amount payable (excluding VAT)]

Additional Charges payable by the Buyer amount payable by the
Buyer (excluding VAT):

Insurance Charges payable by the Buyer amount payable (excluding VAT)]

For and on behalf of the Buyer:

Name and Title	
Signature	
Date	

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	



Crown
Commercial
Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt

the Buyer's operations, employees or other contractors.

- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
 - (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
- (a) during the Contract Period;
 - (b) for 7 years after the End Date; and

(c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied;
- (c) details of any issues; and
- (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that

- impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
 - (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
- (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days .

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in

the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of

- Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must

enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Supplier's costs.
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective,

the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any

health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

- 30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

- 31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
 - (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
 - (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier

or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2022

